

OCG Use:
Date: 10/8/01
Page: _____

OFFICE OF THE PRESIDENT

The Navajo Nation
Window Rock, Arizona 86515

SIGNATURE APPROVAL SHEET (164 REVIEW PROCESS)

SAS NO. No 13880 ✓
*after year 3 chapters
liable for sat. subseq.*

DEPT: DIV. OF COMMUNITY DEVELOPMENT (NAME) Norbert Nez (Phone No.) 871-6810

DOCUMENT: PROPOSED RESOLUTION OF THE GOVERNMENT SERVICES COMMITTEE OF THE NAVAJO NATION
COUNCIL: Concurring with the Acceptance of the Terms of a Service Agreement for Internet
Services from Onsat Corporation Entered into Between the Navajo Nation and Onsat Corporation

1. Program	<u>Norbert Nez</u>	DATE: <u>7-28-01</u>
2. Division	<u>OCG</u>	DATE: <u>10/04/01</u>
3. Contracts & Grants/OMB		DATE: <u>10/04/01</u>
4. Division of Finance <u>10/04/01</u> / Controller	<u>Barry White</u>	DATE: <u>10/04/01</u>
5. Department of Justice	<u>James Smith</u>	DATE: <u>10/12/01</u>
6. Office of the President	<u>Ray Benally</u>	DATE: <u>11/05/01</u>
7. Legislative Counsel	<u>John</u>	DATE: <u>11/06/01</u>

RETURN ENTIRE DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT/VICE PRESIDENT.

Business Regulatory: _____ Committee Review/Action: _____
Sign/Date: _____ OCG Final Receipt: _____

WHITE--President's Office

BLUE--OCG

YELLOW--Financial Services

PINK--Division

Y

RESOLUTION OF THE
GOVERNMENT SERVICES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Concurring With the Acceptance Of the Terms Of a Service
Agreement For Internet Services From OnSat Corporation Entered
Into Between the Navajo Nation and OnSat Corporation

WHEREAS:

1. Pursuant to 2 N.N.C. §341, the Government Services Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council; and
2. The Government Services Committee of the Navajo Nation Council, pursuant to 2 N.N.C. §1010, has authority to concur with the acceptance of gifts to the Navajo Nation by the President of the Navajo Nation; and
3. By Resolution TCDCN-124-01, attached as Exhibit "1" and incorporated herein by reference, the Transportation and Community Development Committee of the Navajo Nation Council has recommended that the Government Services Committee of the Navajo Nation Council concur with the acceptance of the terms of the Service Agreement with OnSat Corporation for Internet Services, attached as Exhibit "2", and has further recommended to authorize the President of the Navajo Nation to sign the Service Agreement on behalf of the Navajo Nation Chapters (Exhibit "3").

NOW THEREFORE BE IT RESOLVED THAT:

1. The Government Services Committee of the Navajo Nation Council has reviewed the recommendation from the Transportation and Community Development Committee of the Navajo Nation Council and hereby concurs with the acceptance of the terms of the Service Agreement with OnSat Corporation for Internet Services, attached as Exhibit "2".
2. The Government Services Committee of the Navajo Nation Council further authorizes the President of the Navajo Nation to execute the Service Agreement, attached as Exhibit "2", and to do all things necessary and proper to carry out the intent of this resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Government Services Committee of the Navajo Nation Council at a duly called meeting in Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 27th day of November 2001.

A handwritten signature in black ink, appearing to read "Ervin M. Keeswood, Sr.", written in a cursive style.

Ervin M. Keeswood, Sr., Chairperson
Government Services Committee

Motion: Lee F. Johnson
Second: Harold Wauneka



**THE
NAVAJO
NATION**

P. O. BOX 9000 • WINDOW ROCK, ARIZONA 86515 • (520) 871-6000

KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

December 3, 2001

David Stephens, CEO/President
OnSat Network Communications, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: **OnSat Master Agreement**

Dear Mr. Stephens:

Enclosed is your signed copy of the Master Agreement, Contract No. C22052 with the Navajo Nation, Division of Community Development for Internet Services.

The above contract number must be referenced on all invoices and correspondence to this contract.

Should you have any questions please contact Mr. Stanley Yazzie, Acting Division Director, Division of Community Development at (928) 871-6810/6442 or myself at (928) 871-6470.

Sincerely,

THE NAVAJO NATION

M. "Skip" Curley, Contracting Officer
Office of Contracts & Grants/ OMB

MSC/rc

Encl.: Contract No. C22052

XC: Stanley Yazzie, Acting Division Director, DCD
Dorothy Smith, Accounting Manager, Division of Finance, OOC
Chrono



MASTER AGREEMENT INTERNET AND TRANSMISSION SERVICES

This OnSat Master Agreement (the "Agreement"), No. 30019, is entered into as of _____ (the "Effective Date") by and between **NAVAJO NATIONS**, with its principal place of business at Indian Route 12, Milepost 10, Window Rock, Arizona 86515, (the "Customer") and OnSat Network Communications, Inc., a Utah corporation, with offices at 2749 East Parley's Way, Suite 320, Salt Lake City, Utah 84109 ("OnSat"). This Agreement governs the provision of the services described in each Statement of Work entered into hereunder.

BACKGROUND

Agreement consists of these terms and conditions and each Statement of Work entered into hereunder. Any reference to this Agreement shall be a reference to these terms and conditions and/or any such Statement(s) of Work, as applicable.

a. **Terms and Conditions/Statement of Work.** These terms and conditions will govern each party's rights and obligations relating to OnSat's provision of services hereunder. These terms and conditions, by themselves, do not implement any transaction; OnSat and Customer intend that all services provided by OnSat to Customer hereunder be implemented through individual Statements of Work ("SOW") under this Agreement which SOWs will be deemed to incorporate the terms and conditions of this Agreement unless the SOW explicitly states otherwise.

b. **Administration of SOWs.** Customer may request services at any time. If Customer requests services and OnSat agrees to provide such services, the parties will enter in a SOW. Nothing in this Agreement shall require either party to enter into any particular SOW. An individual SOW will become effective and binding between parties only upon execution by authorized representatives of both parties ("Effective Date"). Each individual SOW shall reference this Agreement and contain such additional information and provisions as the parties deem necessary, including, as appropriate, the following:

- i. a description of the services, together with a schedule;
- ii. identification of deliverables;
- iii. names, addresses, email addresses, telephone numbers and fax numbers of the parties' project managers;
- iv. a description of the parties' responsibilities;
- v. a description of payments, including amount, method of calculation, schedule of payments, and address to which such payments are to be made.

c. **Order of Precedence.** In the event of any conflict between this Agreement and a SOW, the terms of the SOW shall control, but only with respect to that particular SOW.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions apply:

a. **"Confidential Information"** means all business, marketing and technical information of each party considered by each to be trade secrets or otherwise valuable proprietary information, designated or marked as such by either.

b. **"Deliverables"** means any Equipment, Documentation, media, materials, proprietary software and/or services procured or prepared under this Agreement for delivery by OnSat to Customer. Whether or not actually delivered to the Customer, Deliverables shall include all software code (code prepared or provided by OnSat as part of the services, including code integrated with or installed on any hardware or Equipment).

c. **"Documentation"** means those all user manuals, reference manuals and installation guides, or portions thereof (if any), and other written materials, including materials useful for design (for example, manuals, flow charts, methodologies, and principles of operation) which are distributed or made available by OnSat.

d. **"Equipment"** means any antenna, Server/Receiver modulator or any other Equipment defined in the applicable SOW.

e. **"Transmission Services"** means all Transmission Services, including bandwidth, caching, access to Internet, or other services as defined in the applicable SOW.

f. **"Technical Support"** means support which applies to problems originating on OnSat products only.

2. SERVICES.

a. **Performance.** OnSat shall provide to Customer the services, as identified in a SOW and under the terms and conditions set forth in said SOW and herein.

b. **Assumptions.** The description of the Services in each SOW, including, without limitation, the schedule, Deliverables and the compensation amount set forth herein, will be based upon information Customer provides to OnSat and upon any assumptions set forth in the SOW. Customer acknowledges that is the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, then the parties may modify the SOW pursuant to subsection c below. Alternatively, at OnSat's option, OnSat may terminate the SOW for cause, or Customer may terminate the SOW for convenience.

c. **Changes to SOW.** Customer and/or OnSat may, at any time, request changes within any particular SOW. To be effective, any requested change or adjustment must be agreed to in writing by both parties in the form of a Change Order to the relevant SOW.

d. **Acceptance.** Upon final completion and delivery of the Services, Customer shall have ten (10) days in which to notify OnSat whether the Services fail to comply with the relevant SOW. If OnSat is not notified of any problems within this time period, the Services shall be deemed accepted by Customer.

3. CUSTOMER'S RESPONSIBILITIES.

a. Customer shall be solely responsible for the security of its own network, including, without limitation, any defects (i.e., "bugs/viruses") which are imported to its network through the Internet.

b. Customer shall assure that its equipment is compatible with Equipment supplied by OnSat. Customer maintains sole responsibility for its network, servers, and applications.

4. CHARGES AND PAYMENT.

a. **Customer Charges.** Customer shall pay all the amounts specified in the relevant SOW. All such charges thus calculated or otherwise contemplated in connection with this Agreement are exclusive of any and all applicable taxes and duties (exclusive of taxes on OnSat's income), shall be paid by Customer. Cost of tariffs, fees, permits, and any local approvals are the responsibility of Customer.

b. **Payment and Interest.** OnSat shall invoice Customer monthly, and in advance, over the period of this Agreement. OnSat shall begin invoicing Customer upon commencement of Transmission Services under each applicable SOW. Customer shall pay all undisputed amounts by the payment due date set forth thereon. Payments on undisputed amounts not received when due shall accrue interest at the rate of 1-1/2% per month (18% annually) or, if less, at the highest rate allowed by law. In the event of a billing dispute, Customer shall promptly provide a written statement to OnSat regarding such dispute. The parties shall cooperate to resolve the dispute by mutual agreement. All amounts payable to OnSat under this Agreement shall be paid in United States currency.

c. **Out-of-Service Credits.** Fees due from Customer under this Agreement shall not be reduced by costs, losses, discounts, credits, refunds, rebates, judgments or any other charges incurred by Customer in connection with its sale or distribution of Transmission Services. Notwithstanding the foregoing, in the event of any error, delay, defect, breakdown or failure in Service ("Transmission Interruption") caused by OnSat, an out-of-service credit will be calculated based on a daily prorated credit (1/30) of any monthly service fee Customer paid for Transmission Services during the period of Transmission Interruption provided that Transmission Interruption lasts for more than six (6) consecutive hours after OnSat receives notice of the interruption from Customer. The maximum credit allowed shall not exceed the monthly rate for the affected Service interrupted. No credit shall be available for difficulties such as Customer equipment failure, slow dial tone, busy circuits, network failure by any local telephone company or long distance company, satellite transponder failure, or other causes beyond OnSat's reasonable control.

5. INTELLECTUAL PROPERTY.

a. **Ownership.** Except as otherwise expressly provided in this Section, each party and/or its respective licensors retain all right, title and interest in and to any intellectual property developed or delivered by such party in the performance of this Agreement.

b. **License Grant to Customer.** To the extent Deliverables include software or Documentation in any form, and subject to all amounts due under this Agreement, and further to the following terms and conditions, OnSat grants, for the term of this Agreement, a nonexclusive, non-transferable, non-assignable, perpetual (subject to other provisions of this Agreement), license under copyright to use, execute, display, and perform the software as provided (by sale, lease, rental, or otherwise). This license shall be subject to all of OnSat's applicable inventions, discoveries, patents, copyrights, trade secrets, inventor's certificates, utility models (and similar forms of legal protection of any country) and other proprietary rights, including those of third parties under which OnSat has the right to grant licenses, necessary to exercise the rights granted under this Agreement, regardless of when such proprietary rights were first conceived, reduced to practice, created, or perfected.

c. **No Change of Ownership.** This agreement shall be presumed not to change the ownership of any pre-existing intellectual property, Equipment, materials, or materials developed or provided under this Agreement.

d. **Protection of Deliverables.** Customer agrees to take all reasonable steps to protect Deliverables under this Agreement, and any related Documentation, from unauthorized copying or use. If a Deliverable consists of software, the source code of such Deliverable shall be deemed to include trade secrets of OnSat and/or its licensors. The source code and embodied trade secrets are not licensed to Customer. Customer agrees not to modify, disassemble or decompile any such Deliverable in order to discover the trade secrets contained in the source code or for any other reason and shall have no rights to authorize or direct others to do so.

e. **Restrictions.** Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any software or any related Documentation. Upon the termination of this Agreement all such copies must be returned to OnSat.

f. **Indemnification by OnSat.** Subject always to the limitations in Section 13, OnSat agrees to indemnify, defend and hold Customer harmless from any final judgment awarded against either party, or settlement to which OnSat agrees, which provides that any Deliverable supplied by OnSat under this Agreement, and appropriately used by Customer, infringes any U.S. copyright or U.S. patent of any third party, provided: (i) Customer promptly notifies OnSat in writing of the initial claim; and (ii) OnSat shall have the sole control of the defense of any action and all negotiations for settlement and compromise. Should any Deliverable provided by OnSat under this Agreement, or the operation of any such Deliverable, become, or in OnSat's opinion is likely to become, the subject of infringement of any U.S. copyright or U.S. patent, OnSat's sole obligation and Customer's exclusive remedy under this section shall be, at OnSat's option and expense, either to procure for Customer the right to continue using the Deliverable so that it become non-infringing, or to grant Customer a refund of the amounts paid by Customer under this Agreement for the Deliverable as depreciated on a straight-line method, using a useful life of three (3) years, and accept its return. The above represents Customer's exclusive remedy for any intellectual property infringement claim relating to software Deliverables.

6. TERM AND TERMINATION.

a. **Term and Extensions.** This Agreement shall become effective upon execution by both parties and shall continue in force for forty-eight (48) months, unless earlier terminated for breach as provided herein. Notwithstanding the termination of this Agreement, the terms and conditions of this Agreement shall remain in effect through the term of the Transmission

Services as set forth in each applicable SOW. The term shall automatically renew for additional one (1) year terms unless terminated in writing at least thirty (30) days prior to the end of the Term or any renewal thereof (an "Extended Term").

b. **Termination for Cause.** Either party may terminate this Agreement for the substantial breach by the other party of a material term of this Agreement. Other than those Events of Default with shorter cure periods as delineated in section 9a, the terminating party will first give the other party written notice of the breach and a reasonable period of at least thirty (30) days in which to cure the alleged breach. If a cure is not achieved during the cure period, then the non-breaching party may terminate this Agreement upon written notice.

c. **Termination for Non-Payment.** Notwithstanding Section 6(b) above, OnSat may immediately terminate Transmission Services if Customer fails to meet its payment obligations by the due date and may terminate this Agreement if this failure to make payment continues for thirty (30) days following receipt of written notice and demand from OnSat.

d. **Insolvency, Assignment, or Bankruptcy.** Either party may, at its option, immediately terminate this Agreement upon written notice to the other party if the other party (i) admits in writing its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seeks reorganization under any bankruptcy act or consents to the filing of a petition seeking such reorganization; or (vi) is the subject of a decree by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

e. **Acceleration of Payment.** Upon termination of this Agreement by OnSat under Section 6.b, 6.c, or 6.d, the due dates of all outstanding bills to Customer, plus any unpaid non-recurring charges, will automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been previously granted or allowed.

7. **USE OR SUBLEASE OF TRANSMISSION SERVICES.** To the extent that OnSat's Services to Customer, as itemized in the applicable SOW, include the sublease of satellite transponder bandwidth, the following additional terms and conditions shall apply:

a. **Service Modifications.** OnSat shall have the right to change the specific frequency location of the Customer bandwidth subleased or otherwise furnished hereunder from time to time upon five (5) days written notice.

b. **Compliance.** Customer's use of the bandwidth, and all operations in connection therewith, shall comply in all material respects with all governmental (whether international, federal, state, municipal or otherwise) statutes, laws, rules, regulations, ordinances, codes, directives and orders of any such governmental agency, body or court, including, but not limited to, the Federal Communications Commission ("FCC"), and shall not interfere with the use of the remaining bandwidth in a manner which will or may cause physical harm to any transponder on the satellite, including the transponders, or any other component of the satellite. Further, Customer will coordinate its transmissions to the satellite in accordance with procedures reasonably established by OnSat or the lessor of OnSat's bandwidth, or the satellite owner, so as to minimize adjacent channel and adjacent satellite interference. Without limiting the generality of the foregoing, Customer shall comply with all FCC rules and regulations regarding use of automatic transmitter identification systems. Customer shall bear the cost

and responsibility for all matters pertaining to its use of the Customer bandwidth, including, without limitation, applications, renewals, regular or special reports, discrepancy citations, inspections or any changes in equipment and/or operating procedures which may be required from time to time by the FCC or standards of good engineering practice.

c. **FREQUENCY COORDINATION.** CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS RIGHTS TO SUBLEASE OR OTHERWISE TO USE THE BANDWIDTH PROVIDED BY ONSAT HEREUNDER IS EXPRESSLY CONDITIONAL UPON APPROVAL OF THE APPLICATION FOR FREQUENCY COORDINATION AND AVAILABILITY OF SUCH BANDWIDTH.

8. **LIMITED USE OF EQUIPMENT.** Equipment shall be limited to use in connection with OnSat's Services to Customer under this Agreement. Customer shall use the Equipment according to OnSat's directions and in accordance with any applicable manufacturer's manuals or instructions. Customer shall not alter or add anything to the Equipment. Alterations or additions, however, may be made by OnSat at its sole discretion.

a. **Location of Equipment.** Customer shall keep the Equipment in its sole possession and control and shall not allow the Equipment to be moved from Customer's location as indicated in the applicable SOW, unless OnSat otherwise gives Customer express written permission. Customer shall have the Equipment installed, used, operated, and at the termination of this Agreement, removed (1) in accordance with any applicable manufacturer's manuals or instructions, (2) by competent and qualified personnel, and (3) in accordance with any applicable governmental regulations.

b. **General Protection of Equipment.** Customer shall not permit Equipment to become an accession to other goods or a fixture to, or a part of, any real property. Customer shall comply with this Agreement, all applicable laws, regulations, and orders relating to the Equipment. OnSat shall require Customer to maintain all Equipment and to enter into maintenance contracts with the manufacturers of any Equipment, and Customer shall be responsible for all obligations, including payment of any related fees or charges, under the maintenance contract(s).

c. **Damage to the Equipment.** In the event of any damage, minor or otherwise, to the Equipment, Customer shall notify OnSat in writing within one (1) business day of the Customer becoming aware of such damage, time being of the essence. That notice shall include all details related to the damage and its cause. Customer shall bear all the risk of loss, damage, theft, or destruction to the Equipment, however caused. If any Equipment is lost or damaged as described above, this Agreement shall nevertheless remain in full force. Upon any loss of or damage to the Equipment, Customer shall replace the Equipment with equal or better Equipment. The make, model, and specifications any replacement must be approved in writing by OnSat.

d. **Third Party Maintenance.** Maintenance, which is not covered under manufacturers maintenance agreement, may be contracted to a third party, subject to prior approval by OnSat or original equipment manufacturer.

e. **Upgrades and Enhancements.** From time to time, OnSat may offer to provide Customer with Equipment upgrades or enhancements. Such upgrades shall be made available at the Customer's option. If Customer orders such upgrades, OnSat shall provide an additional SOW to define such upgrade or enhancement with the associated charges.

9. DEFAULT AND REMEDIES

a. **Events Of Default.** The occurrence of any of the following shall constitute an "Event of Default" hereunder (i)

Customer shall fail to make any payment due hereunder within five (5) days after it becomes due and payable; (ii) any representation, covenant or warranty made in this Agreement or in any document furnished pursuant to the provisions of this Agreement or otherwise, shall prove to have been false or misleading in any material respect as of the date when it was made; (iii) failure to perform any covenant, condition or agreement made by it under this Agreement or any other agreement, and such failure shall continue for five (5) business days after its receipt of notice thereof; (iv) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings instituted by either party or all or any part of either party's property under Federal Bankruptcy Act or other laws of any competent jurisdiction, and, if such proceeding is brought against Customer, it shall consent thereto or shall fail to cause the same to be discharged within thirty (30) days after it is filed; (v) either party fails to perform any of its obligations hereunder, or (vi) OnSat reasonably determines itself insecure with respect to Customer's ability to perform its obligations under this Agreement.

b. **Remedies.** If an Event of Default hereunder shall occur and be continuing, one or more of the following remedies may be exercised: (i) immediately terminate Transmission Services; (ii) terminate this Agreement or any other agreement between Customer and the owner of the Equipment and Customer's rights thereunder; (iii) proceed, by appropriate court action or actions, to enforce performance of the applicable covenants of this Agreement to recover damages for the breach thereof; (iv) recover from Customer an amount equal to the sum of all amounts due under this Agreement. The remedies described herein are not meant to be exclusive and shall be in addition to all other remedies available at law or in equity.

10. **TECHNICAL SUPPORT.** The support offered under the terms of this Agreement ("Technical Support") will apply only to OnSat products ("OnSat Products") and problems originating on OnSat's network. There are no fees associated with such Technical Support. OnSat's responsibility for Technical Support extends from Customer's child site to the interface between OnSat's network and its peers and transit providers. OnSat will provide patches or fixes to correct an error to software delivered under a SOW. For problems that do not originate on OnSat's network and other issues, the following shall apply:

a. **Technical Consultation.** Customer may request OnSat to provide Technical Consultation in addition to Technical Support as defined above. If OnSat agrees to provide such Technical Consultation requested by Customer, OnSat shall bill Customer, on the subsequent invoice, as per the rates in the then current OnSat Price List, billable in quarter-hour (15 minute) increments, exclusive of material and equipment costs and fees. In the event that Customer requires a non-standard form of Technical Support, Customer may make special contractual agreements with OnSat to provide such non-standard service under terms and conditions to be mutually agreed upon by the parties.

b. **Procedure Upon Failure.** Customer agrees to notify the OnSat of failure or malfunction of the equipment by telephone. OnSat support staff will work with Customer to understand and isolate problem(s).

c. **Emergency Assistance.** OnSat will instruct Customer how to contact the OnSat Technical Support staff, by means of telephone, email, and/or pager, in the event of an emergency. Customer agrees to use this contact information only in those instances that may reasonably be described as an emergency in nature. OnSat reserves the right, at its sole discretion, to bill Customer for calls directed to OnSat via the OnSat emergency contact methods, as per the rates in the then current OnSat Price List, billable in one hour increments.

d. **Software Support.** The use of any software provided pursuant to this Agreement (such as software patches or fixes provided by OnSat) will be governed exclusively by the license terms and conditions accompanying such software.

e. **Software Upgrades.** OnSat shall provide access to software updates via the Internet or OnSat server, as applicable. Customer shall be responsible for assuring that its equipment is accessible by modem dial-up or Internet access and for the procurement and installation of any hardware or memory required for software upgrade.

f. **Customer Obligations.**

1) **Information Transfer.** Customer may access electronic on-line services to transfer data to OnSat electronically ("Online Services"). Customer may also choose to authorize an OnSat support engineer to access Customer's network via a remote connection to work directly on-line with Customer to assist in resolving technical problems. Customer shall not submit via the Online Services or otherwise give OnSat access to any documents, files, programs, or other data (collectively "Customer Data") that are or are alleged to be confidential or proprietary to, or defamatory of, any third party, unless Customer first obtains all necessary licenses, consents, and permissions to do so. Customer will indemnify and hold OnSat harmless from any and all liability, damages, costs, and expenses, including settlement amounts and reasonable use of any Customer Data via the Online Services or OnSat's reasonable use of any Customer Data to which OnSat is given access under this Agreement. CUSTOMER ACKNOWLEDGES THAT CUSTOMER DATA MAY BE ALTERED OR DAMAGED IN THE COURSE OF PROVIDING TECHNICAL SERVICES, WHETHER ON-SITE OR VIA REMOTE CONNECTION OR OTHERWISE, AND CUSTOMER AGREES TO TAKE ANY AND ALL APPROPRIATE MEASURES TO ISOLATE AND BACK UP THE NECESSARY SYSTEMS ACCORDINGLY.

2) **Software Alterations.** Customer shall not make, attempt to make, or cause to be made any patches, repairs, or alterations to any OnSat products, except as may be approved in advance and in writing by OnSat. Without limiting its remedies, OnSat may promptly terminate this Agreement by written notice to Customer for any breach of this section.

3) **Authorized Contacts.** Customer's authorized contacts must be limited to those professionals who take calls within its organization (such as help desk personnel or system administrators).

g. **Support Materials.** Except as otherwise agreed to in writing signed by OnSat, OnSat grants to Customer a perpetual, non-exclusive and non-transferable license to use and distribute internally the support materials (excluding all software) that may be provided to Customer under this Agreement. Such materials are licensed to Customer solely for internal use. OnSat reserves all rights in and to such support materials (including, without limitation, the right to copy the materials) not expressly granted to Customer under this section.

h. **Supported Products.** As described in OnSat's Price List, OnSat shall provide Technical Support on all OnSat products listed on the then-current OnSat Price List. If an OnSat product or version is removed from the Price List, OnSat will continue to provide Technical Support for such product or version until such time as Customer is notified that support will no longer be provided.

i. **Subcontract of Support.** OnSat may subcontract any portion of the Technical Support, including on-site services, to a third party contractor without the prior consent of Customer, provided that OnSat remain fully responsible to Customer for

the delivery of Technical Support as set forth in this Agreement. Any such subcontractor will for all purposes be deemed to be an independent contractor of OnSat and not an employee, agent, joint venturer, or partner of OnSat.

j. **Indemnity.** For purposes of this section, "property damage" does not include damage to, or loss of, files, data, or other information. Customer will be responsible for an shall ensure that while OnSat employees, agents, or contractors are on Customer premises, all reasonable and legal health and safety precautions are in place and fully operational to protect such persons and Customer shall indemnify OnSat for any and all liability, damages, costs, and expenses, including settlement amounts and reasonable attorneys' fees, incurred or caused by the negligence or willful misconduct of Customer or its authorized employees, agents, or subcontractors.

k. **Exclusions.** Technical Support excludes all services not specifically agreed to by OnSat under this Agreement including, but not limited to:

- 1) Work on any equipment or software not listed in the applicable SOW, or that is not located at the address specified in the applicable SOW, or equipment or software altered by anyone other than OnSat.
- 2) Making Customer specified changes or adding or removing accessories, attachments or other devices.
- 3) Moving or relocating Equipment or software.
- 4) Replacement of lost or stolen parts or materials, or repair or replacement of parts, materials of software damaged through accident, negligence, abuse, misuse, connection with incompatible equipment, failure of electrical power, air conditioning or humidity control.
- 5) Failure or malfunction of attached, related, collateral or ancillary equipment or software not on the Equipment or proprietary to OnSat.

11. **CONFIDENTIAL INFORMATION.** Customer shall not use or disclose any Confidential Information supplied by OnSat relating to OnSat's services, its business organization, its business relationships or any OnSat products or to this Agreement except as authorized in writing by OnSat in advance of such disclosure and shall safeguard all Confidential Information provided by OnSat to Customer under this Agreement in the same or more restrictive manner as Customer safeguards its own Confidential Information. Customer agrees that this Agreement and any Equipment leases related thereto and their respective terms and conditions are confidential and may not be released or divulged to any third party other than the Customer's accountants, legal counsel, commercial bank and/or financial advisors, who will be advised of and must agree to be bound by such obligations as a condition of disclosure, without the prior written consent of OnSat.

12. **LIMITED WARRANTY.** OnSat warrants that Deliverables will be provided to Customer substantially in accordance with applicable written technical specifications. OnSat makes no warranty of compatibility with any hardware or software, unless and to the extent that said hardware or software is furnished by OnSat to Customer and to the further extent that any such warranty is evidenced by a separate Agreement relating specifically thereto. Customer acknowledges that OnSat has not made any representations or warranties of any kind, express or implied, with respect to Equipment, including without limitation, warranties relating to any of the following: (i) the description, condition, design, quality or performance of the Equipment; (ii) its merchantability or fitness of suitability for particular purpose whether or not disclosed to OnSat; and (iii) delivery of the Equipment free of rightful claim of any person by way of infringement or the like. OnSat expressly disclaims all such warranties.

OnSat Master Agreement rev 2.4 - dated 042601
For use in US

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EQUIPMENT, SOFTWARE, SERVICES, CUSTOMER CONNECTIONS, CUSTOMER INTERCONNECTIONS, AND ALL OTHER DELIVERABLES HEREUNDER ARE PROVIDED "AS IS". THERE ARE NO OTHER WARRANTIES MADE BY ONSAT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ONSAT DOES NOT WARRANT THAT THE TRANSMISSION SERVICES, CUSTOMER CONNECTIONS, OR CUSTOMER INTERCONNECTIONS WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

13. **LIMITATION OF LIABILITY.** OnSat's entire liability and Customer's exclusive remedies for any damages arising from the performance or nonperformance of the Equipment, software, support, Transmission Services or other services provided under this Agreement, and for any breach of the warranties, regardless of the form of action, whether in contract, breach of warranty, indemnification, or tort, including negligence, strict liability, or otherwise, shall be for OnSat to use commercially reasonable efforts to correct any associated failure of deficiency in the services that (i) is promptly reported by Customer to OnSat, (ii) is capable of being reproduced by OnSat, and (iii) arises from a cause within OnSat's control. OnSat shall have no obligation to retrieve or reconstruct lost messages or data. IN NO EVENT SHALL EITHER PARTY, ONSAT'S SATELLITE SERVICE PARTNER OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF INFORMATION OR DATA, OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, THE SOFTWARE, OR THE TRANSMISSION SERVICES PROVIDED HEREUNDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN. ONSAT'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT (INCLUDING ANY SOW) SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO ONSAT BY CUSTOMER FOR ONSAT'S PERFORMANCE UNDER THE RELEVANT SOW. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE.

14. GENERAL PROVISIONS.

a. **Force Majeure.** If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including severe weather and storms, earthquakes or other occurrences of

nature, strikes or other labor disputes or unrest, power failures, nuclear or other civil or military emergencies, commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

b. **Limitation of Actions.** No action arising or resulting from this Agreement, regardless of its form, may be brought by

either party against the other more than two (2) years after termination of this Agreement.

c. **Third Party Claims.** Neither party shall be liable for any claim by the other based on any third party claim, except as stated in Section 4 of this Agreement.

d. **Jurisdiction and Applicable Law.** This Agreement will in all respects be governed by and construed in accordance with the laws of the State of Utah of the United States of America and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods. Venue for any actions arising under or relating in any way to this Agreement, the transactions under this Agreement, and/or the activities under this Agreement shall vest exclusively in the federal or state courts of general jurisdiction of the State of Utah. The parties hereby explicitly waive any right to trial by jury.

e. **Insurance.** Each party shall maintain sufficient insurance to protect the other party against losses and damages which are the result of the fault or negligence of the other party and which relate to this Agreement, including workman's compensation, professional liability, general liability, personal injury, and property damage.

f. **Audit.** During the term of this agreement, Customer shall, upon no less than three (3) working days prior written notice, permit and cooperate with OnSat or an authorized representative of OnSat, or an OnSat third party provider, to conduct an audit of the system configuration and/or Deliverables to verify compliance with the license provisions of this Agreement. Such audit shall be at the expense of OnSat or an OnSat third party provider and may be conducted on the Customer site or by remote access. Such audit shall not interfere unreasonably with Customer's business activities, and shall be conducted no more than once per calendar year, unless a previous audit disclosed a material discrepancy.

g. **Attorneys' Fees.** Should either party institute any action or proceeding to enforce this Agreement or any related agreement, the prevailing party shall be entitled to receive from the other party all reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorney fees and costs.

h. **Hold Harmless.** Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates, its successors and assigns, officers, directors, shareholders, employees and agents from, against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation interest and penalties, reasonable attorney's fees and costs and all amounts paid in settlement of any claim, action or suit that may be adjudicated and agreed to by the Indemnifying Party that arise out of, result from or relate to (a) the non-fulfillment of any agreement, covenant or obligation in connection with this Agreement; (b) any breach of any warranty or representations made hereunder; (c) or any claim of any nature whatsoever brought by any customer or any other third person or entity who may suffer damages of any sort as a direct or indirect result of the Indemnifying Party or its authorized employees relating this Agreement; (d) or caused by the gross negligence or willful misconduct of the Indemnifying Party or its authorized employees. The foregoing rights and obligations of indemnity are conditioned on (i) prompt written notification from the indemnified party to the indemnifying party of the claim for which indemnity is sought; (ii) sole control in the indemnifying party of the defense of any action and all negotiations for settlement and compromise; and (iii) cooperation and assistance from the party seeking indemnification, including disclosure of information and authority necessary to perform the above. The indemnified party shall be responsible for the costs and fees of its own counsel if it desires to have separate legal representation in any such action.

i. **Use of Customer Name.** OnSat may use and publish Customer's name in its customer lists, lists of referrals for other customers (or potential customers) and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or Web pages. This provision shall survive expiration or termination of this Agreement.

j. **Survival of Terms.** Termination of this Agreement shall not relieve either party of any obligations arising under this Agreement prior to the date of termination. Any provisions of this Agreement that by their nature extend beyond the Expiration Date or other termination of this Agreement, which provisions shall remain in effect until all obligations are satisfied. Confidentiality provisions shall remain in effect until the Confidential Information is no longer confidential.

k. **Waiver.** No waiver of any right or remedy on one occasion by either party will be deemed a waiver of that right or remedy on any other occasion.

l. **Superior Agreement.** This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement, which is in any way inconsistent with or in addition to the terms and conditions set forth in this Agreement, is hereby expressly rejected, unless otherwise expressly provided for in this Agreement. This Agreement may be amended or modified only by a writing signed by both parties hereto.

m. **Assignment.** This Agreement, use of Equipment, or any other right Customer may have under this Agreement, is not assignable by Customer, in whole or in part, without OnSat's prior written consent. Notwithstanding, OnSat will not unreasonably withhold consent to an assignment of this Agreement or any part of this Agreement to a parent, subsidiary or affiliate of Customer, provided that such entity is at least as capable as Customer of satisfying Customer's responsibilities hereunder. Any attempted assignment without OnSat's written consent will be null and void.


n. **Notice.** Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to product pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, or (iv) by facsimile transmission addressed and sent to the attention of the party executing this Agreement or that person's successor, or to the person designated in the relevant SOW, with a copy following by one of the other methods of notice.

o. **Severability.** If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

p. **Independent Contractors.** Each party acknowledges that the parties to this Agreement are independent contractors and that neither party shall, except in accordance with this Agreement, represent itself as an agent or legal representative of the other.

q. **Compliance with Laws.** Customer represents and warrants that it shall comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies, including all laws, rules and regulations affecting or governing exports, in its performance under this Agreement.

r. **Headings.** The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.


101

s. **Scope of Agreement.** Each of the parties hereto acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement regarding the subject matter and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants and all other communications between the parties relating thereto. This Agreement may be amended only by a writing that refers specifically to this Agreement and is signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their signatures and thereby acknowledge their agreement with the terms and conditions of this Agreement, and each signatory represents and certifies that he/she is authorized to sign on behalf of and to bind each to the respective signatories to all of the terms and conditions of this Agreement.

ONSAT NETWORK COMMUNICATIONS, INC.

By: 

Printed Name: DAVID STEPHENS

Title: CEO/PRESIDENT

CUSTOMER

By: 

Printed Name: KELSEY A. BEGAYE

Title: PRESIDENT

**ONSAT NETWORK COMMUNICATIONS, INC.
ADDENDUM TO AGREEMENT GOVERNING INTERNET AND TRANSMISSION SERVICES**

All terms and conditions of this OnSat Master Agreement, No. 30019, between Navajo Nations, with its principal place of business at Indian Route 12, Milepost 10, Window Rock, Arizona 86515 ("Customer"), and OnSat Network Communications, Inc., a Utah corporation, with offices at 2749 E Parley's Way, Suite 320, Salt Lake City, Utah 84109 ("OnSat") shall apply, except as herein specifically modified or accepted, as follows:

4.b. **Payment and Interest.** This subsection is deleted in its entirety and is hereby replaced as follows:

Payment. OnSat shall invoice Customer for each year of service, in advance, in the amount specified in the applicable SOW. In the event of a billing dispute, Customer shall promptly provide a written statement to OnSat regarding such dispute. The parties shall cooperate to resolve the dispute by mutual agreement. All amounts payable to OnSat under this Agreement shall be paid in United States currency. In accordance with 2 N.N.C. 223 (A), the liability of the Navajo Nation under this contract is contingent upon the availability of appropriations by the Navajo Nation Council."

4.c. **Out-of Service Credits.** The following is hereby added to this subsection:

"...Credits may accumulate and minimum refunds of \$25.00 will be credited to the applicable Customer account."

6.a. **Term and Extensions.** This subsection is deleted in its entirety and is hereby replaced as follows:

Term. This Agreement shall become effective upon execution by both parties and shall continue in force for thirty six (36) months, unless earlier terminated for breach as provided herein. Notwithstanding the termination of this Agreement, the terms and conditions of this Agreement shall remain in effect through the term of the Transmission Services, or thirty six (36) months from the date Transmission Services begin."

8.f. **Excess Capacity.** This subsection is hereby added as follows:

Customer acknowledges and consents to OnSat's rights to use said Equipment, including the excess capacity of such Equipment, whether or not located at Customer's site, to relay signals to other parts of Customer's network. OnSat reserves said right but shall exercise it only on the condition and to the extent that such use at Customer's site does not affect or prevent OnSat from providing services to Customer within the performance standards set hereby, and to which the equipment shall be primarily dedicated.

14.d. **Jurisdiction and Applicable Law.** This subsection is deleted in its entirety.

14.m. **Superior Agreement.** This subsection is deleted and hereby replaced as follows:

"This Agreement may be amended or modified only by a writing signed by both parties hereto."

14.u. **Sovereign Nation Status.** This subsection is hereby added:

"Nothing contained herein shall be interpreted as constituting a waiver, either express or implied, of the Sovereign Immunity of the Navajo Nation."

IN WITNESS WHEREOF, each of the parties hereto have caused this Addendum to be executed by duly authorized representatives of the parties.

SIGNATURES

ONSAT NETWORK COMMUNICATIONS:

Signature:

Name:

Title:

Date:

Phil Ote
CEO/PRESIDENT
9/NOV/2001

NAVAJO NATION:

Signature:

Name:

Title:

Date:

Kelsey A. Becaye
PRESIDENT
11-30-01 - A-11

B.

STATEMENT OF WORK

NAVAJO NATIONS
CHAPTER HOUSES

BCb

Prepared by:

Kuen Damiano

OnSat
Network Communications

1/1

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	
Installation Address:	Navajo Nations Chapter Houses

OnSat Information

Manager: Voice: Fax: E-mail:	Robert Van Durnen 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Tom Zito 801-526-6460 801-526-6469 tzito@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Ms. Terry Ewing 801-466-1688 603-971-2947 tewing@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

Under a grant from the Bill and Melinda Gates Foundation, OnSat will furnish the following to Customer at each Chapter House:

- BCb@ system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network@".

Under an additional grant from the Bill and Melinda Gates Foundation and payment of such additional charges in excess of such Grant to be paid by Customer, OnSat will furnish the following:

- Satellite transmission services between OnSat and each Chapter House;
- Caching services at each Chapter House and OnSat site;
- Filtered Internet access, digital video broadcast receive services.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.

JB
12/1

- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused and trained personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

JB

Project Schedule

Project Start Date: August 1, 2001

Service Start Date: Individual Chapter Houses will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Chapter House.

Term of Service:

The first of the month following such Service Start Date at each Chapter House shall be the start of the Term of Service. The Term of Service shall be 3 (three) years from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES	PER MONTH FEES
Internet Services	Monthly Unlimited usage for up to 10 users at each Customer Site	\$1,200.00 for first year of service	Thereafter \$100 per month
Optional Internet Services	After the first year of Service, Optional Internet Service in lieu of Monthly Unlimited Service: \$100 per year that includes 36 hours of service and .05 cents per minute thereafter. To be prepaid via Automatic Check Handling or Credit Card OnSat will credit up to \$600 in the second year of service towards Optional Internet Service if requested at each Customer site. OnSat will credit up to \$300 in the third year of service towards Optional Internet Service if requested at each Customer site.	\$100 per year for 36 hours total usage	Plus .05 cents per minute usage
Equipment Purchase	BCb® Digital Equity Network digital IP satellite system Has been paid for by a Grant from the Bill and Melinda Gates Foundation.	\$.00	
Installation service: Has been paid for by a Grant from the Bill and Melinda Gates Foundation.		\$.00	N/A
The pricing is based on a 3 year agreement where the service is prepaid at 100% for the first year, 50% of the second year (\$600.00) and 25% for the 3 rd year (\$300). This amount is equal to a Grant to be received by the Customer from the Bill and Melinda Gates Foundation.			
Totals (U.S. currency)		\$2,100.00	
Due upon acceptance of Statement of Work		\$2,100.00	

JB

Statement of Work
Contract Number 30018
Project Number 001

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT

Signature: 

Name: DAVID STEPHENS

Title: CEO/PRESIDENT

Date: 9 NOV 2001

CUSTOMER

Signature: 

Name: KELSEY A. BEGAYE

Title: PRESIDENT

Date: 11-30-01

End of Statement of Work

DBW

Statement of Work
Contract Number 30018
Project Number 001

Statement of Work Submission Process

Please print out two copies of the Statement of Work, sign and send it along with the deposit to the following address:

Contract Administration
OnSat, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109
801-466-1688

E-mail address: tewing@onsatnet.com

In order to expedite processing, fax or email a copy of the entire signed Statement of Work and purchase order to Contract Management at 801-466-5998. To avoid delays, be sure to fax all pages of the Statement of Work.

If you have any questions regarding the content of the Statement of Work, please contact the manager or sales person working with you or Contract Management.

12/1
RB

List of Navajo Chapter granted equipment and cash for satellite Internet connectivity

Navajo Chapters		
Alamo	Lachee	Steamboat
Aneth	Leupp	Sweetwater
Baca / Prewitt	Littlewater	Teechospos
Becalabito	Low Mountain	Teesto
Becenti	Lower Greasewood	Thoreau
Birdsprings	Lukachukai	Toadlena/Two Grey Hills
Black Mesa	Lupton	Tohatchi
Blue Gap/Tahchee	Manuelito	Tolani Lake
Bodaway Gap	Many Farms	Tonalee
Bread Springs	Marlano Lake	Torreón / Star Lake
Burnham	Mexican Springs	Tsaiile/Wheatfields
Cameron	Mexican Water	Tsayatoh
Canoncito	Nageezi	Tselani/Cottonwood
Casamero Lake	Nahat'a Dzili	Tuba City
Chichiltah	Nahodishgish	Twin Lakes
Chilchinbeto	Naschitti	Upper Fruitland
Chinie	Navajo Mountain	Whipoorwill
Churchrock	Nazlini	Whitecone
Coalmine Mesa	Nenahnezad	Whitehorse Lake
Coppermine	Newcomb	Whiterock
Cornfield	Oaksprings	
Counselor	Ojo Encino	
Cove	Oljato	
Coyote Canyon	Pine Dale	
Crownpoint	Pinon	
Crystal	Pueblo Pintado	
Cudei	Ramah	
Dilkon	Red Lake	
Forest Lake	Red Mesa	
Fort Defiance	Red Rock	
Ganado	Red Valley	
Hardrock	Rock Point	
Hogback	Rock Springs	
Houck	Rough Rock	
Huerfano	Round Rock	
Indian Wells	San Juan	
Inscription House	Sancostee	
Iyanbito	Sawmill	
Jeddito	Sheep Springs	
Kaibeto	Shiprock Chapter	
Kayenta	Shonto	
Kinlichee	Smith Lake	
Klagetoh	St. Michael's	
Lake Valley	Standing Rock	

Dennehotso Chapter has public access Internet connectivity at the Dennehotso Boarding School Library
 Wide Ruins Chapter has public access Internet connectivity at the Wide Ruins Community School

TCDCN-124-01

**RESOLUTION OF THE
TRANSPORTATION AND COMMUNITY DEVELOPMENT COMMITTEE
OF THE NAVAJO NATION COUNCIL**

Recommending that the Government Services Committee of the Navajo Nation Council Concur With the Acceptance of the Terms of a Service Agreement for Internet Services for Navajo Nation Chapters From OnSat Corporation Entered Into Between the Navajo Nation and OnSat Corporation

WHEREAS:

1. Pursuant to 2 N.N.C. Section 420, the Transportation and Community Development Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council; and
2. Pursuant to 2 N.N.C. Section 423(B)(3), the Transportation and Community Development Committee of the Navajo Nation Council oversees and periodically reviews the overall function of the Division of Community Development to ensure that the purposes and objectives are properly and timely achieved; and
3. Pursuant to 2 N.N.C. Section 421(C), the Transportation and Community Development Committee of the Navajo Nation Council has, as one of its purposes, "to promote development of chapter government which enhances local self government"; and
4. OnSat Corporation has provided a service agreement (Exhibit "1") for Internet services to the Navajo Nation Chapters listed in Exhibit "2" to be agreed to by the Navajo Nation and OnSat Corporation and incorporated herein by reference; and
5. The Transportation and Community Development Committee of the Navajo Nation Council has determined that it is in the best interest of the Navajo Chapters and the Navajo people to accept the terms of the service agreement for Internet services from OnSat Corporation.

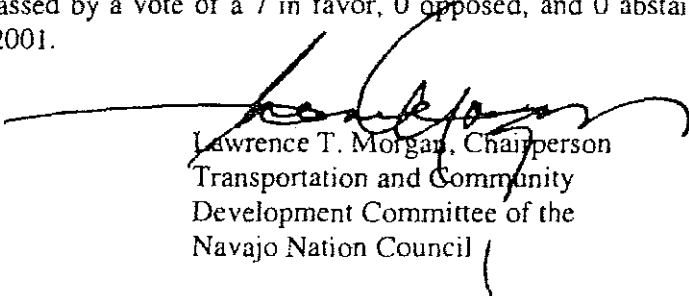
NOW THEREFORE BE IT RESOLVED THAT:

1. The Transportation and Community Development Committee of the Navajo Nation Council recommends that the Government Services Committee of the Navajo Nation Council concur with the acceptance of the terms of the service agreement for Internet services from OnSat Corporation, attached as Exhibit "1".

2. The Transportation and Community Development Committee of the Navajo Nation Council further recommends that the Government Services Committee of the Navajo Nation Council authorize the President to sign the service agreement on behalf of the Navajo Nation Chapters.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Transportation and Community Development Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and the same was passed by a vote of a 7 in favor, 0 opposed, and 0 abstained, this 20th day of November, 2001.



Lawrence T. Morgan, Chairperson
Transportation and Community
Development Committee of the
Navajo Nation Council

Motion: Andrew Simpson
Second: Sampson Begay

12 p. 111



**THE
NAVAJO
NATION**

P.O. Box 9000 • WINDOW ROCK, ARIZONA • 86515

PRESIDENT
JOE **SHIRLEY, JR.**
Vice President
FRANK J. **DAYISH, JR.**

September 2, 2003

David Stephens, CEO/President
OnSet Network Communications, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: Modification No. One (1) to C22052

Dear Mr. Stephens:

Enclosed is your signed copy of Modification No. One (1) to Contract No. C22052, with the Navajo Nation Division of Community Development.

The modification increases the contract amount by \$2,355,429.00, to a new total of \$4,293,017.00. The ending date of the contract remains at November 30, 2005. All other terms and conditions remain unchanged and in full force.

Should you have any questions, contact the Navajo Nation Division of Community Development, at (928) 871-6810/6442.

Sincerely,

THE NAVAJO NATION

f Cordell Shortey
Contracting Officer
Contracts/Grants Section - OMB

~~CS/~~

Encl.: Contract No. C22052-1

XC: Dorothy A. Smith, Accounting Manager, Contract Accounting Section,
Office of the Controller
Ronnie Ben, Division Director, Division of Community Development
File/Chrono

RESOLUTION OF THE
TRANSPORTATION AND COMMUNITY DEVELOPMENT COMMITTEE
OF THE NAVAJO NATION COUNCIL

Concurring With the Acceptance of Contract Modification Number One (1) Modifying the Existing Master Contract C22052 for Internet and Transmission Services Through the Statements of Work 005 - Purchase of STM Equipment; 006 - for HUB Equipment and Services; 007 - for Bandwidth; 008 - for Field Services and Remote Support to Sustain the Internet Connectivity; 009 - Uninterruptible Powers Supplies and Cabinets; and 010 - Additional Satellite Equipment for System Support and Management for 108 Navajo Nation Chapters

WHEREAS:

1. Pursuant to 2 N.N.C. Section 420, the Transportation and Community Development Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council; and
2. Pursuant to 2 N.N.C. Section 423(B)(3), the Transportation and Community Development Committee of the Navajo Nation Council oversees and periodically reviews the overall function of the Division of Community Development to ensure that the purposes and objectives are properly and timely achieved; and
3. Pursuant to 2 N.N.C. Section 421(C), the Transportation and Community Development Committee of the Navajo Nation Council has, as one of its purposes, "to promote development of chapter government which enhances local self-governance"; and
4. Contract Modification Number One (1) will modify the existing Master Contract C22052 for Internet and Transmission Services, Exhibit "B". The Statements of Work 005 - purchase of STM equipment; 006 - for HUB equipment and services; 007 - for Bandwidth; 008 - for Field Services and Remote Support to sustain the Internet Connectivity; 009 - Uninterruptible Powers Supplies and Cabinets; and 010 - Additional Satellite Equipment for System Support and Management for 108 Navajo Nation Chapters, attached hereto as Exhibit "A"; and
5. One hundred eight (108) Navajo Nation Chapters will be the primary beneficiary of these grant funds; and
6. The modification reflects the continuation of services and funds generated by the acceptance of computers and internet connectivity established through the Bill and Melinda Gates Foundation to promote the development of Chapter Government; and

7. The modification statements of work will be funded by an additional grant award by the Gates Foundation in the total amount of \$2,700,357.00; and

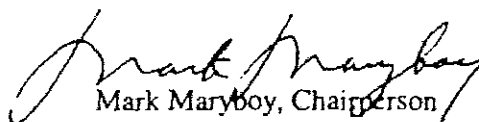
8. The Transportation and Community Development Committee of the Navajo Nation Council has determined that it is in the best interests of the Navajo Chapters and the Navajo people to accept this grant.

NOW THEREFORE BE IT RESOLVED THAT:

The Transportation and Community Development Committee of the Navajo Nation Council hereby concurs with the Acceptance of Contract Modification Number One (1) modifying the existing Master Contract C22052 for Internet and Transmission Services, Exhibit "B". The Statements of Work 005 – purchase of STM equipment; 006 – for HUB Equipment and Services; 007 – for Bandwidth; 008 – for Field Services and Remote Support to sustain the Internet Connectivity; 009 – Uninterruptible Powers Supplies and Cabinets; and 010 – Additional Satellite Equipment for System Support and Management for 108 Navajo Nation Chapters. Contract Modification Number One as Exhibit "A", and authorize the President of the Navajo Nation to execute the terms and conditions of the Modification Statements of Work.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Transportation and Community Development Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and the same was passed by a vote of 6 in favor, 0 opposed, and 0 abstained, this 22nd day of August, 2003.



Mark Maryboy, Chairperson
Transportation and Community
Development Committee of the
Navajo Nation Council

Motion: Sampson Begay
Second: Willie Tracey, Jr.

**CONTRACT
MODIFICATION
NUMBER ONE (1)**

OWNER Navajo Nation
CONTRACTOR OnSat Network
Communications, Inc.

CONTRACT NO. C22052
ACCOUNT NO.
CONTRACT MOD. AMT. \$2,355,429.00
TOTAL CONTRACT AMT.: \$4,293,017.00

PROJECT: INTERNET AND TRANSMISSION SERVICES
(name, address) for the NAVAJO NATION

CONTRACT MODIFICATION NO.: One (1)

DATE: July 29, 2003

TO CONTRACTOR:

OnSat Network Communications, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109

OWNER'S PROJECT NO.: C22052

CONTRACT DATE: November 30, 2001

CONTRACT FOR: INTERNET &
TRANSMISSION SERVICES

The Contract is changed as follows:

To include the following Statements of Work, (total cost \$2,355,425):

- 1). SOW No. 005: Upgrade of STM Equipment to Aloha at Navajo Nation Chapter Houses, (\$648,000). (340,784- No Cost to Navajo Nation)
- 2). SOW No. 006: Amendment to SOW 001 for Aloha Hub Equipment and Hub Services, (\$469,554). (No Cost)
- 3). SOW No. 007: Chapter House Amendment to SOW 001 for Bandwidth, (\$960,225). (No Cost)
- 4). SOW No. 008: Amendment to SOW 001 for Field Services and Remote Support for 108 Chapters, (\$194,400).
- 5). SOW No. 009: Uninterruptible Powers Supplies and Cabinets for 108 Chapters, (\$66,960).
- 6). SOW No. 010: Additional Satellite Equipment for System Support and Management, (\$16,290).

DURATION: This Agreement shall not exceed November 30, 2005. The Master Agreement is subject to renegotiation at this time.

The TERMS & CONDITIONS set forth in the Master Contract shall govern the Statements of Work 005, 006, 007, 008, 009, and 010.

FUNDING SOURCE: Additional Bill & Melinda Gates Foundation grant award in the amount of \$2,700,357.00

Not valid unless signed by the Owner, Owner's Representative and Contractor.

	Navajo Nation	Total
The original Contract Sum was	\$ 1,239,800	\$1,937,588
Net change by previously authorized Contract Modifications	\$ -0-	
The Contract Sum prior to this Contract Modification was	\$ 1,239,800	
The Contract Sum will be (increased) (decreased) (unchanged)		
by this Contract Modification in the amount of	\$ 584,870	\$2,355,429
The new Contract Sum including this Contract Modification will be	\$ 1,824,670	\$4,293,017

The time extension will increase, decrease or remain unchanged while services are available. The date of Substantial Completion as of the date of the Contract Modification therefore is November 30, 2005.

OnSat Network Comm., Inc.
CONTRACTOR
2749 E. Parley's Way, Suite 320
Address
Salt Lake City, UT 84109

The Navajo Nation
OWNER
Office of the President
Address
Window Rock, Arizona 86515

BY [Signature]
DATE 8-25-2003

BY [Signature]
DATE AUG 29 2003

580 #5

STATEMENT OF WORK

NAVAJO NATION
UPGRADE OF STM EQUIPMENT
TO ALOHA AT NAVAJO NATION
CHAPTER HOUSES

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Norbert Nez Senior Information Systems Specialist (928) 871-7089 (928) 871-7090 n.nez@alum.dartmouth.org
Installation Address:	Navajo Nation Chapter Houses

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

All upgrades to the existing equipment will be coordinated with the Customer before OnSat initiates the work. The performance of such upgrade services may, at the mutual agreement between the customer and OnSat, require a modification to the overall configuration of the project and, if needed, a negotiated fees to be paid by the Customer.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

Under a grant from the Bill and Melinda Gates Foundation, OnSat will furnish the following to Customer at each Chapter House:

- Upgrade BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®". This includes Replace STM ODU and IDU (Outdoor Unit and Harmonics/OnSat E-1/E-11 In Door Units) at each existing site as listed in SOW 001.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Earth station frequency licensing (only for transmit sites).
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.

Statement of Work
Contract Number 30019
Project Number 005

- Written Documentation which indicates the transfer of all the project equipment, and it's apparatus, which OnSat has installed to date, to the Navajo Nation.
- A complete inventory list of equipment installed and a schematic diagram of the project network.
- Acceptance test to ensure operation.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: Date of Grant Acceptance by the Navajo Nation.

Service Start Date: Individual Chapter Houses will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Chapter House.

Term of Service:

The first of the month following such Service Start Date at each Chapter House shall be the start of the Term of Service. The Term of Service shall be up to and include the December 31, 2004.

Costs: This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES	PER MONTH FEES
Equipment Upgrade Purchase	Balance due to Aloha for 57 units (to be paid directly to Aloha through a grant from the Bill and Melinda Gates Foundation, upon authorization by the Navajo Nation).	\$340,780.00	
	Payment to On Sat for 51 previously purchased units (to be paid directly to OnSat by the Navajo Nation through grant funds provided by the Gates Foundation).	\$307,220.00	
	BCb® Digital Equity Network digital IP satellite system, upgrade 108 Chapter House sites from originally installed TDMA based system (under Statement of Work 001) to Aloha based system at \$6,000 per site.		
	Replace STM ODU and IDU (Outdoor Unit and Harmonics/OnSat E-1/E-11 In Door Units), to be treated as upgrade replacements at each existing site as listed in SOW 001. The reduced price includes the trade-in adjustment for old equipment. Ownership of the Aloha equipment consisting of all components necessary to facilitate communications with the satellite network including but not limited to all routers, switches, cabling, dishes, and support hardware, dish-mounted receiver units, etc. transfers to the Navajo Nation at time of payment. Ownership of the old equipment transfers to OnSat on acceptance of this Statement of Work. OnSat assumes responsibility for all other costs associated with the Aloha equipment contract from inception through the end of 2004		
Totals (U.S. currency)		\$648,000.00	

Statement of Work
Contract Number 30019
Project Number 005

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

Sub # C

STATEMENT OF WORK

NAVAJO NATION
Amendment to SOW 001 for ALOHA Hub Equipment
and Hub Services

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Norbert Nez Senior Information Systems Specialist (928) 871-7089 (928) 871-7090 n.nez@alum.dartmouth.org
Installation Address:	Hub Facility

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Objectives

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- Aloha Hub equipment.
- Service, support and maintenance of the connection at Aloha Hub.
- Technical Support for the Aloha Hub

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Earth station frequency licensing (only for transmit sites).
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for hub site.
- Modification of OnSat hub to communicate with Customer site.
- Acceptance test to ensure operation.
- Management of hub Facility.

- Monitor and control of hub.
- Written Documentation which indicates the transfer of project equipment, and it's apparatus, which Aloha has installed to date, to the Navajo Nation.
- A complete inventory list of equipment installed and a schematic diagram of the HUB facility.
- Maintenance, service and support of all satellite equipment Aloha Hub facility.

Customer's Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide a list of computer technicians to be trained at the physical location of the hub and within the Navajo nation boundaries

Project Schedule

Project Start Date: Date of Grant Acceptance by the Navajo Nation.

Service Start Date: Individual Chapter Houses will be enabled at completion of equipment Install. Service Start Date shall be the date of the completion of the install and the service is Enabled at each Chapter House.

Term of Service:

The first of the month following such Service Start Date at the Hub shall be the start of the Term of Service. The Term of Service shall termination December 31, 2004.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Initial Fees	Per Monthly Fees
Hub Equipment	Purchase by the Navajo Nation of Aloha Hub Equipment to support hub operations (to be paid directly to Aloha by a grant form the Bill and Melinda Gates Foundation, upon authorization by the Navajo Nation).	\$300,000.00	
Second year maintenance agreement	Purchase by the Navajo Nation of Aloha maintenance agreement to support Aloha equipment through 12/2004 (to be paid directly to Aloha by a grant form the Bill and Melinda Gates Foundation, upon authorization by the Navajo Nation).	\$89,554.00	
Technical support and training through 12/2004	To be paid directly to Aloha by a grant form the Bill and Melinda Gates Foundation, upon authorization by the Navajo Nation).. Training for 5 students for 3 days at hub facility, to include: operator training and installation and maintenance training, plus two years of technical support through 12/2004. Student selections to be made by the Navajo Nation.	\$80,000.00	
Totals (U.S. currency)		\$469,554.00	

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

566 #7

STATEMENT OF WORK

NAVAJO NATION
Chapter House Amendment to SOW 001 for Bandwidth

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Norbert Nez Senior Information Systems Specialist (928) 871-7089 (928) 871-7090 n.nez@alum.dartmouth.org
Installation Address:	108 Chapter Houses

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

OnSat's Responsibilities

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- *Bandwidth* necessary to connect and maintain Customer's existing BCB® system to OnSat's "Digital Equity Network®" that amends and replaces SOW 001 of the Master Agreement.
- Satellite transmission services between OnSat Facility and Sites;
- Filtered Internet access, digital video broadcast receive services.
- Satellite Bandwidth from SES Americom.

Project Schedule

Project Start Date: Date of Grant Acceptance by the Navajo Nation.

Service Start Date: Individual Chapter Houses will be enabled at completion of equipment Install. Service Start Date shall be the date of the completion of the install and the service is Enabled at each Chapter House.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Initial Fees	Per Monthly Fees
10/01	Payment for estimated additional actual costs for this period of time (to be paid directly to SES Americom by a grant from the Bill and Melinda Gates Foundation, upon authorization by the Navajo Nation).	\$523,275.00	
to 12/04 bandwidth costs	Payment for estimated average actual costs of service for 5Mb of bandwidth for this period of time - \$34,175 per month for 108 sites, or \$316.44 per month (to be paid directly to SES Americom by a grant from the Bill and Melinda Gates Foundation, upon authorization by the Navajo Nation). OnSat assumes responsibility for all other costs associated with the SES bandwidth contract from inception through the end of 2004	\$436,950.00	
Totals (U.S. currency)		\$960,225.00	

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

500 #8

STATEMENT OF WORK

NAVAJO NATION
Amendment to SOW 001 for Field Services
and Remote Support for 108 Chapters

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Norbert Nez Senior Information Systems Specialist (928) 871-7089 (928) 871-7090 n.nez@alum.dartmouth.org
Installation Address:	108 Chapter Houses

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Objectives

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- Service, support and maintenance of the connection at OnSat hub and all 108 Chapter Houses.
- Technical Support for the Satellite Connections at Chapters.
- Certification Training and Technology Transfer to Designated Navajo Nation Support Personnel.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Configuration of receiver.
- Configuration of server.
- Monitor hub activity and services for interruption of services
- Configuration of modulator for transmit sites.
- Acceptance test to ensure operation.
- Monitor and control of all 108 connections
- Maintenance, service and support of all satellite equipment at the Chapter Houses.

- Develop a certification program to be use on future certification of technology support personnel.
- Develop a users manual for installation of satellite system and apparatus at the Chapter.
- Manual of configuration of the HUB facility.
- Manual of the wireless configuration installed at each Chapter.

Customer's Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: Date of Grant Acceptance by the Navajo Nation.

Service Start Date: Individual Chapter Houses will be enabled at completion of equipment Install. Service Start Date shall be the date of the completion of the install and the service is Enabled at each Chapter House.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Initial Fees	Per Monthly Fees
OnSat support Services 1/2003-12/2004	OnSat Field and remote support for Aloha installation and SES connectivity through 12/2004 for 108 site-\$75.00 per site per month for 108 sites (to be paid by Navajo Nation through a combination of grant funds and Navajo funds to OnSat on a monthly basis		\$8,100.00
Totals (U.S. currency)			\$194,400.00

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"). CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

563 # 9

STATEMENT OF WORK

NAVAJO NATION
Uninterruptible Powers Supplies and Cabinets
For
108 Chapter Buildings

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information.

Project Manager: Title: E-Mail:	Norbert Nez
Installation Address:	108 Chapter Houses

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Objectives

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- UPS and Cabinet to house UPS and Aloha SDR equipment at each Chapter

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met

- Provision and Installation of UPS and Cabinet at each of 108 Sites where OnSat satellite system is in place.

Customer's Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.

- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: August 15, 2003

Completion Date: October 15, 2003

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Cost	Quantity	Monthly Cost	Cost
Equipment	Wall Rack Mount Locking Enclosure for UPS and Aloha SDR for each Chapter and 2 spares		110	N/A	
Equipment	UPS for each Chapter plus one spare		110	N/A	
Installation			108	N/A	
Shipping Charges			108		
Totals (U.S. currency) due on signature of SOW					

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22243 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

End of Statement of Work

STATEMENT OF WORK

NAVAJO NATION
Additional Satellite Equipment
for
System Support and Management

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: E-Mail:	Norbert Nez
Installation Address:	Shiprock and Window Rock

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Objectives

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- 2 complete OnSat/Aloha satellite ground station systems for support and network management

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Provision and Installation of 2 complete OnSat/Aloha Satellite Systems at Shiprock and Window Rock Locations.

Customer's Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.

- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: August 15, 2003

Completion Date: October 15, 2003

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Cost	Quantity	Monthly Cost	Cost
Equipment	Complete OnSat/Aloha Earth Station	\$8,145.00	2		\$16,290.00
Equipment	Spare Parts	\$6,000.00	kit		\$6,000.00
Installation					
Shipping Charges					
Totals (U.S. currency) due on signature of SOW					

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"). CONTRACT NUMBER C22243 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

End of Statement of Work

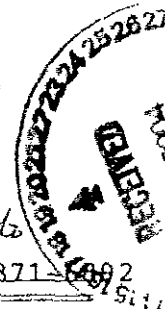
Mod # 2 / Soc # 12

Source of Funds ?? GF ? of SO = 6A
NAJO DIVISION OF PUBLIC SAFETY

OCG Use: 3/17/04 Procurement P.O. Drawer "J"
Date: 3/17/04 Window Rock, Arizona 86515
Disk: _____
Page: 822 CB

SAS 110 1365

Vendor should up @
DOT on this date
Send CPNP involved
This is inappropriate



Department of
FROM: Jimson Joe (Name) Emergency Management (Phone No) 928-871-6092

DOCUMENT: This STATEMENT OF WORK shall be governed by the terms and conditions of the Master Agreement for Internet and transmission services between OnSat and Navajo Nations ("PRIME CUSTOMER"), Contract Number C22052, Project Number 012 GFunds 116009-5640

1. Program	<u>Jimson Joe</u>	DATE: <u>3/11/04</u>
2. Division	<u>Finance</u>	DATE: <u>3-12-04</u>
3. Contracts & Grants/OMB	<u>B. Ross</u>	DATE: <u>3/10/04</u>
4. Division of Finance / Controller	<u>Mike</u>	DATE: <u>4/06/04</u>
5. Department of Justice	<u>Mike</u>	DATE: <u>4/09/04</u>
6. Office of the President	<u>Mike</u>	DATE: <u>4/13/04</u>
7. Legislative Counsel	<u>Mike</u>	DATE: _____

RETURN ENTIRE DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT/VICE PRESIDENT

Outcome: _____ Committee Review/Action: _____

Sign/Date: _____ Original Receipt: _____

WHITE - President's Office

BLUE - OCB

YELLOW - Financial

PINK - Information / Public

MAR 13 2004

**CONTRACT
MODIFICATION
NUMBER TWO (2)**

Contractor: **OnSat Network
Communications,
Inc.**

Contract Number: **C22052**
Contract Mod. Amt: **\$64,356.50**
Total Contract Amt: **\$4,358,373.50**

DATE: **March 18, 2004**

Original Contract Date: **November 30, 2001**

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES**

The Contract is modified as follows:

To include the following Statement of Work, (total cost \$65,356.50):

1.) SOW No. 012: Department of Emergency Management

DURATION: This Agreement shall not exceed November 30, 2005. The Master Agreement is subject to renegotiation at that time.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work 012.

FUNDING SOURCE: Account Number 116019 5510, 116020 5510, K-031301-9146

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total
The original Contract Sum was:	\$1,239,800.00	\$1,937,588.00
Net Change by previously authorized Contract Modifications:	\$0	\$2,355,429.00
The Contract Sum Prior to this Contract Modification was:	\$1,239,000.00	\$4,293,017.00
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$65,356.50	
The New Contract Sum including this Contract Modification will be:	\$1,304,356.50	\$4,358,373.50

Time extension will remain unchanged while services are available. The date of the Substantial Completion as of the date of the Contract Modification therefore is November 30, 2005

Signatures

ONSAT

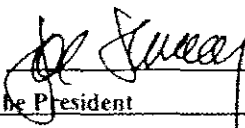
Signature: 

Name: David Stephens

Title: CEO

Date: 3/15/2004

THE NAVAJO NATION

Signature: 

Office of the President

Date: APR 23 2004

STATEMENT OF WORK

NAVAJO NATION

Department of Emergency Management

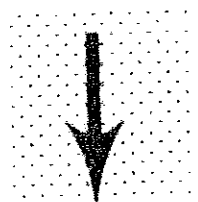
BCb

Prepared by:

David Stephens

OnSat
Network Communications

**SIGN
HERE**



Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Jimson Joe 928-871-6892 928-871-7161 jimson_joe@navajo911.com
Installation Address:	Window Rock, Arizona; Crownpoint, NM

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dstephens@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will provide the additional equipment necessary to deliver broadband, fixed mobile, communications for the Department of Emergency Services disaster management, training and resource management:

- BCb® system; OnSat's "Digital Equity Network®".
- See attached equipment and services listing;

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Configuration and installation of fixed broadband satellite connection at the Ft. Defiance agency office.
- Configuration and installation of fixed broadband microwave connection at the Crownpoint agency office.
- Configuration and installation of fixed-mobile broadband satellite connection for mobile emergency and command unit at the Ft. Defiance agency office.
- Configuration and installation of mobile wireless connectivity units for connectivity at agency offices mentioned above and 108 Chapter sites.

Prepare grants to do those parts of the Emergency Management Services that cannot be done with existing resources.

The NN would have the first Office of Emergency Management with multiple backup systems, (failsafe) that comprehensively prepares all DINE to be ready for, to be able to respond immediately to, and to recover from – any crisis or disaster.

A major part of this project is to use the existing OnSat satellite and wireless service to train and deliver the information collected and maintained by the Office Emergency Management.

The goal is to accelerate the implementation of the organization's goals. The Statement of Work helps achieve this by providing NN with immediate management and technical expertise that is dedicated to serving the needs of people, wherever they are, and providing them electronic communication for instantaneous information and messaging. Technology is the pipeline. Preparing people and organizations to be prepared for emergencies is the content for the pipeline.

Customer's Responsibilities

Customer shall provide the following:

- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites after the 90-day training period. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: December 1, 2003. Termination Date September 30, 2006

- Modification of OnSat hub for Department of Emergency Management to communicate with each of the 108 Navajo Chapter sites.
- Acceptance test to ensure operation.
- Provide initial 90 day onsite instruction and training for personnel in support, operations and maintenance of equipment and services. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide onsite warranty exchange services on all Customer owned equipment and OnSat provided equipment.

Problem Statement: How does the Division of Emergency Management grow into its full responsibilities to provide emergency management services to all segments of the Navajo Nation??

Requires a clear, comprehensive management vision (a document) to accomplish a vital mission with necessary goals. The goals can be broken down under three components or headings: Readiness - Response - and Recovery. (These might be chapters of the document) Each would have its own approach, deployment strategy, and evaluation of results.

In order to know how to get where NN needs to be in providing comprehensive, collaborative emergency management services NN needs to know where they are with some degree of precision. (Statement of Need, or baseline data) This includes identifying and documenting resources available and resources needed. As well as potential crisis and emergencies.

NN needs to know who must to be involved in collaboratively building the enhanced plan for developing and delivering the services. (stakeholders)

Emergency Management Services, by their nature, affect all entities of NN.

Therefore, the project development must surely be done in collaboration with other NN organizations and interests. (For buy in, support, and to avoid blockages placed out there for whatever reasons?)

Currently, Emergency Management Services has been working on obtaining this data. Connecting to the OnSat satellite network will accelerate this data collection. When the needs assessments are done properly, they can then be matched to potential funding sources to obtain resources to address the needs identified. That is the genesis for developing fundable proposals. (grants, contracts, donations, etc.) Government funded proposals are calling for collaboration and sustainability. (making a difference for more people over a longer period of time)

In order to accomplish what needs to be done, OnSat will assist in the development of an Emergency Management strategy that would follow the format of:

Define the approach that is best for NN.

Deploy the approach quickly throughout the Nation.

Measure the benefits to document the results of the approach and its deployment.

Apply the new technologies (satellite, internet, telephony, etc.) at all three steps, to make sure all organizational units of NN know what is being done, why it is being done, and how it is being done.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Cost per Unit	Initial Quantity	Extension
Equipment - Satellite	BCb® Broadband Satellite System – Fixed/Mobile Configuration	\$14,995.00	1	\$14,995.00
Equipment - Satellite	Satellite Fixed Base Broadband Connectivity Installation and equipment	\$7,100.00	1	\$7,100.00
Equipment - Wireless	WDSL Wireless Broadband Connectivity Installation and equipment	\$1,500.00	1	\$1,500.00
Equipment - Wireless	Wireless Chapter Connectivity Devices/Workstations	\$2,388.75	2	\$4,777.50
Service Fees - Internet	Annual connectivity to Chapter network – satellite services	\$5,400.00	1	\$5,400.00
Service Fees - Internet	WDSL Annual connectivity per site up to 5 users	\$2,388.00	2	4,776.00
Service Fees -Internet	Internet Web Page and Email	279.00	2	\$558.00
Training/Consulting	Grant development services – per hour	\$100.00	150	\$15,000.00
Training/Consulting	Technical Support Training/Consulting – per hour	\$75.00	150	\$11,250.00
	Due upon acceptance of Statement of Work			\$85,356.50

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

End of Statement of Work

**Amendment to
CONTRACT
MODIFICATION
NUMBER TWO (2)**

Contractor: **OnSat Network
Communications,
Inc.**

Contract Number: **C22052** *AS*
Contract Mod. Amt: **\$86,356.50**
Total Contract Amt: **\$4,378,373.50**

DATE: **March 18, 2004**

Original Contract Date: **November 30, 2001**

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES** *AS*

The Contract is modified as follows:

To include the following Statement of Work. (total cost **\$86,356.50**):

1.) SOW No. 012: Department of Emergency Management

DURATION: This Agreement shall not exceed November 30, 2005. The Master Agreement is subject to renegotiation at that time.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work 012.

FUNDING SOURCE: Additional account number K040782 / *also 1030016510*

Time extension will remain unchanged while services are available. The date of the Substantial Completion as of the date of the Contract Modification therefore is November 30, 2005

Signature

ONSAT

Signature: *[Signature]*

Name: **David Stephens**

Title: **CEO**

Date: **3/15/2004**

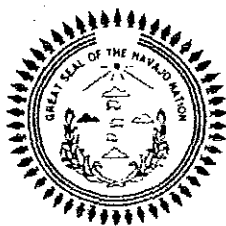
Navajo DPS

Signature: *[Signature]*

Name: **Samson Cowboy**

Title: **Div Director**

Date: **6/3/2004**



THE NAVAJO NATION

P.O. BOX 3150

WINDOW ROCK, ARIZONA 86515

(520) 871-6505

JOE SHIRLEY, JR.
President

July 09, 2004

FRANK DAYISH, JR.
Vice-President

David Stephens, CEO/President
On Sat Network Communication, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109

Dear Mr. Stephens,

Enclosed is your signed copy of the "Contract Modification Two (2)" Contract #022052 with the Navajo Nation Department of Emergency Management.

The contract approved, is in the amount of \$86,356.50. However the President of the Navajo Nation did not sign this modification therefore it is invalid. - Further the total amount of the award does not tie in and we have two modification (2) processed, but with different statement of work. Therefore, a correction to the modification needs to be address. The above contract number must be referenced on all invoices and correspondence to this contract.

Should you have any question, please contact Ernest Franklin, Jr., Project Manager, at (928) 871 - 6100.

Sincerely,

A handwritten signature in cursive script that reads "Janice Haskie".

Janice Haskie
Accounting Supervisor
Contract Administration/Purchasing

x.c. Contract Accounting Section
Office of the Controller
Contract Number C#022052 (K036005.6530, K031301.9146, K040782.6530)
(103001.6530, 116019.5640, 116020.5640)

OCG Use:
Date: 6-3-04
Disk: _____
Page: _____

OFFICE OF THE PRESIDENT

The Navajo Nation
Window Rock, Arizona 86515

SAS No 0487

SIGNATURE APPROVAL SHEET

ADMINISTRATIVE REVIEW ONLY

FROM: DESIGN AND ENGINEERING SERVICES (Name) Ernest Franklin, Jr. (Phone No) 871-6100

~~CONTRACT MODIFICATION NO. 3 TO CONTRACT NO. C22052~~

DOCUMENT: This STATEMENT OF WORK shall be governed by the terms and conditions of the Master Agreement for Internet and transmission services between OnSat and the Navajo Nation ("PRIME CUSTOMER"), Contract Number C22052, Project Number 013.

No tribal funds involved - ERATE Grant to follow: onsat contract needs approval.

1. Program Design & Eng. Svcs.	<u>[Signature]</u>	DATE: <u>06/03/2004</u>
2. Division Community Dev.	<u>[Signature]</u>	DATE: <u>6/03/04</u>
3. Contracts & Grants/OMB	<u>[Signature]</u>	DATE: <u>6-3-04</u>
4. Division of Finance / Controller	<u>[Signature]</u>	DATE: <u>06/4/04</u>
5. Department of Justice	<u>[Signature]</u>	DATE: <u>6-7-04</u>
6. Office of the President	<u>[Signature]</u>	DATE: <u>6/7/04</u>
7. Legislative Council		DATE: _____

RETURN SIGNED DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT/VICE PRESIDENT

ASST. CONTROLLER
Outcome: _____

Committee Review/Action: _____

Sign/Date: _____

OCG Final Receipt: _____

WHITE—President's Office

BLUE—OCG

YELLOW—Financial Services

PINK—Division

mod #3/sow #13

**CONTRACT
MODIFICATION
NUMBER THREE (3)**

Contractor: **OnSat Network
Communications,
Inc.**

Contract Number: **C22052**
Contract Mod. Amt: **\$ 6,202,200.00**
Total Contract Amt: **\$ 10,495,217.50**

DATE: **May 15, 2004**

Original Contract Date: **November 30, 2001**

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES**

The Contract is modified as follows:

To include the following Statement of Work, (total cost \$ 6,202,200.00):

- 1.) SOW No. 0013: Library Consortium Chapter House Amendment to SOW 007 for Bandwidth, (\$6,202,200.00). (No Additional Cost because of a one-time adjustment of services adjustment Prepaid Match Credit from OnSat of \$967,584.00 and Grants from Universal Access Fund of at least \$5,271,870.00)

DURATION: This Modification shall not exceed November 30, 2005.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work 013.

FUNDING SOURCE: Contingent upon receipt of funds from FRN 1050114 Universal Access Fund – Schools and Libraries Division.

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	(1) \$1,239,000.00	\$4,293,017.00
Net Change by previously authorized Contract Modifications (Contract Modification 2) was:	\$65,356.50	
The Contract Sum Prior to this Contract Modification was:	\$1,304,356.50	(2) \$4,357,373.50
The Contract Sum will be Increased by this Contract Modification in the Amount of:		\$6,202,200.00
Less a one time credit from OnSat for Services (See SOW 013) *	↓ (\$967,584.00)	
Less Funding from FRN 1050114 Universal Access Fund –SLD		↓ (\$5,271,870.00)
The New Contract Sum including this Contract Modification will be:	\$1,304,356.50	\$10,495,217.50

(*Also see Exhibit I)

The date of the Substantial Completion as of the date of the Contract Modification therefore remains December 31, 2005.

Signatures

ONSAT

Signature: 

Name: David Stephens

Title: CEO

Date: 3/15/2004

THE NAVAJO NATION

Signature: 

Office of the President

Date: 6/19/14

STATEMENT OF WORK

NAVAJO NATION LIBRARY CONSORTIUM
Chapter Amendment to SOW 007 for Bandwidth

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title:	Ernest Franklin Erate Project Manager for Office of President and Vice President
E-Mail:	Ernest_Franklin@nndes.org
Installation Address:	111 Sites Navajo Nation Chapter Library Consortium

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-468-1688 801-468-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-468-1688 801-468-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-468-1688 801-468-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Objectives

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- Bandwidth and services necessary to connect and maintain Customer's existing BCB® system to OnSat's "Digital Equity Network®" that amends and replaces SOW 005 of the Master Agreement. This adjusts original level of service from 128k to T-1 level service per quote.
- Satellite transmission services between OnSat and Sites;
- Caching services;
- Filtered Internet access, digital video broadcast receive services.
- Satellite Bandwidth from SES Americom.
- Hub equipment services other than Aloha.
- Service, support and maintenance of the connection at hub and all 111 Library Consortium Sites.
- Technical Support for the Satellite Connections

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with Customer site.
- Acceptance test to ensure operation.
- Management of hub Facility.
- Monitor and control of all 111 connections
- Maintenance, service and support of all satellite equipment at the Library Consortium Sites and Hub facility including all Aloha equipment.

Customer's Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Project Manager shall be authorized by Customer to execute any electronic or other signature forms for the Universal Access Fund (SLD) to complete applications and obtain funding for this SOW.
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: November 30, 2001.

Amendment Start Date: September 1, 2003.

Annual Renewal Date: June 30.

Term of Service

~~This Amendment shall extend the Terms~~ of the Master Agreement to June 30, 2006 and shall automatically renew from year to year thereafter. Either party may terminate thereafter by providing written notice to the other party 30 days prior to the annual renewal date.

57

Costs:

TYPE OF FEES	DESCRIPTION	Cost	Quantity	Monthly Cost	Annual Cost (Credit) to Navajo Nation
Internet Services Prepaid Match Credit	ONE TIME PREPAID MATCH CREDIT ADJUSTMENT TO INCREASE SERVICE Total One time Prepaid Match credit adjustment to increase services already paid for by Navajo Nation for Services from 7/1/2003 thru 6/30/2005. (See Attached Spreadsheet Exhibit I) Above Prepaid Match Credit to be applied as follows: Date of this Agreement for 2003 Credited July 1, 2004 Credited July 1, 2005	(\$967,584.00) (\$430,830.00) (\$499,500.00) (\$37,254.00)	1	N/A	(\$967,584.00) (\$430,830.00) (\$499,500.00) (\$37,254.00)
Internet Services	Existing 128k Service from 7-1-2003 to August 31, 2003 Increase Service from 128k to 1.5MB OOS (Average 3MB plus per user) Service per month from 9/1/2003 through 6/31/2004 paid annually. (See attached quote) Services for July 1, 2004- June 30, 2005	\$48,600 \$2,500.00 Monthly per site \$2,500.00 Monthly per site	2 month 111 111	\$48,600.00 \$277,500.00 \$277,500.00	\$97,200.00 \$2,775,000.00 \$3,330,000.00
Total Due					\$6,202,200.00
Prepaid Match Credit from OnSat (See Exhibit I)					(\$967,584.00)
Total Expected Payments by Year from Universal Access Fund:					
July 1, 2003 to June 31, 2004					(\$2,441,370.00)
July 1, 2004 to June 31, 2005					(\$2,830,500.00)
Future Prepaid Match Funds					(\$37,254.00)

Terms and Conditions

THIS STATEMENT OF WORK IS CONTEGIENT UPON FUNDS RECEIVED BY ONSAT FROM THE UNIVERSAL ACCESS FUND - SCHOOLS AND LIBRARIES DIVISION. FRN 1050114. ADJUSTMENTS WILL BE AUTOMATICALLY MADE IF THE ERATE MATCH INCREASES FROM 85% TO 90% TO REFLECT THE ADJUSTED CREDIT.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

End of Statement of Work

EXHIBIT 1 to Contract Modification Three (3) C22052 SOW 13

Erate Accounting July 1, 2003 to June 30, 2004	Total Prepaid Match Credits	Months	Monthly Charge	Credit Towards 7-1-03 to 6-31-04	Credit Towards 7-1-04 to 12-31-04
Gates Grant 7-03 -12-04	\$ 436,950.00	18	\$ 24,275.00	\$ 291,300.00	\$ 145,650.00
Satellite Deposit - Paid by Navajo Nation	\$ 63,332.00				\$ 63,332.00
Navajo Bandwidth funding Paid by Navajo	\$ 64,800.00			\$ 64,800.00	
Paid by Navajo Nation (June 2004)	\$ 97,200.00				\$ 97,200.00
Navajo Support Costs (Gates Grant)	\$ 251,502.00			\$ 125,751.00	\$ 125,751.00
Window Rock Central Library	\$ 6,000.00			\$ 3,000.00	\$ 3,000.00
Wide Ruins and Dennehotso	\$ 3,600.00			\$ 3,600.00	
Navajo Nation Head Start Payment	\$ 44,200.00				\$ 44,200.00
Total	\$ 967,584.00			\$ 488,451.00	\$ 479,133.00

Amended Contract Charges for Erate Year 6 and 7 - 2003-2004 and 2004-2005

Jul-03	\$	48,600.00	128k Service
Aug-03	\$	48,600.00	128k Service
Aug-June 2003-2004	\$	2,775,000.00	1.5Mb Service (\$2500 per month x 111 sites for 10 months)
New Charges from 7-1-2003 to 6-30-2004	\$	2,872,200.00	Total cost of Service for Erate year 6
15%	\$	430,830.00	15% Co-payment required by Erate for 2003-2004 to be deducted from Prepaid Match Credit
Erate Payment Year 6 (2003-2004)	\$	(3) 2,441,370.00	85% Erate Funding for 2003-2004
Credit Balance as of 6/30/2004	\$	536,754.00	OnSat Prepaid Match Credit for Navajo Nation to be applied to future years
New Charges from 7-1-2004 to 6-30-2005	\$	3,330,000.00	Total cost of Service for Erate year 7
15%	\$	499,500.00	15% Co-payment required by Erate for 2003-2004 to be deducted from Prepaid Match Credit
Erate Payment Year 7 (2004-2005)	\$	2,830,500.00	85% Erate Funding for 2003-2004
Credit Balance as of 6/30/2005	\$	37,254.00	OnSat Prepaid Match Credit for Navajo Nation to be applied to future years

(4)

Mod # 4 / son # 15

OFFICE OF THE PRESIDENT/VICE PRESIDENT

The Navajo Nation
Window Rock, Arizona 86515

SAS N° 00059

1/19/05

SIGNATURE APPROVAL SHEET

(164 REVIEW PROCESS)

DEPT. Office of the President/Vice-President (NAME) Patrick Sandoval, Chief of Staff (Phone No.) 871-7002/6352

DOCUMENT:

(PROJECT 15)

THIS MODIFICATION NUMBER FOUR (4), FOR CONTRACT NUMBER G/22052 BETWEEN THE NAVAJO NATION OFFICE OF THE
PRESIDENT/VICE-PRESIDENT AND ONSAT NETWORK COMMUNICATIONS, INC., IN THE AMOUNT OF ~~\$120,000.00~~ ^{72,000.00} THIS
MODIFICATION IS FOR THE EXTENSION OF SERVICE OF MASTER AGREEMENT OF INTERNET AND TRANSMISSION SERVICES FOR
THE NAVAJO NATION. THE ORIGINAL AMOUNT IS \$ 4,293,017.00 AND WILL INCREASE TO ^{TO} \$10,615,217.50.

10,567.217.50

MD 560/LA JAN 5

K036005.6850

1. Program	Patrick Sandoval, Chief of Staff	DATE: 1/18/05
2. Division	Patrick Sandoval, Chief of Staff	DATE: 1/18/05
3. Contracts & Grants/OMB	SC: Sonny Clark see memo	DATE: 1-27-05
4. Division of Finance/Controller	Valentin M. Shabard	DATE: 2/3/05
5. Department of Justice	Wanda Babcock	DATE: 3.28.05
6. Office of the President	MDP	DATE: 5/12/05

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

RETURN ENTIRE DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT/VICE PRESIDENT.

Business Regulatory: _____ Committee Review/Action: _____

JAN 200

Sign/Date: _____ OCG Final Receipt: _____

0212-981X/95/0005-0000\$05.00/0

WHITE • President's Office

BLUE • OCG

YELLOW Financial Services

PINK • Division

2275 BUTLERS

DATE: January 1, 2005

Original Contract Date: November 30, 2001

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES

The Contract is modified as follows:

To include the following Statement of Work, (total cost \$): \$72,000.00

1.) SOW No. 015: Office of President and Vice President

DURATION: January 1, 2005 to December 31, 2006.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work C22052-Project 15.

FUNDING SOURCE: * 036 005. 6850

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,239,000.00	\$4,293,017.00
Net Change by previously authorized Contract Modifications:	\$65,356.50	
The Contract Sum Prior to this Contract Modification was:	\$1,304,356.50	10,495,217.50
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$72,000.00	\$72,000.00
The New Contract Sum including this Contract Modification will be:	\$1,376,356.50	\$10,567,217.50

The date of the Substantial Completion as of the date of the Contract Modification therefore is December 31, 2006.

Signatures

ONSAT

Signature: [Signature]

Name: David Stephens

Title: CEO

Date: 1/17/2005

THE NAVAJO NATION

Signature: [Signature]

Office of the President

Date: MAY 23 2005



May 23, 2005

Visa Section
The Honorable Consulate of Brazil

Ladies and Gentlemen:

I have been invited as a speaker to attend the Regional Preparatory Conference for the Tunisia World Summit on the Information Society in Rio de Janeiro, from June 8-10, 2005. In addition, the Navajo Nation will help the Brazilian Inter-Tribal Committee organize a presentation, including videos, live technology equipment demonstrations and illustrations of the Navajo satellite-based Geographic Information System.

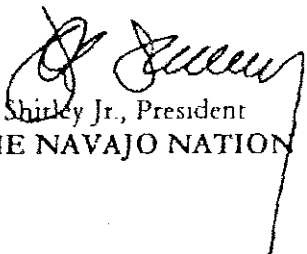
The above-mentioned activities will be developed jointly with OnSat, a company that has implemented an integrated connectivity system using the right Information and Communications Technologies for many applications towards a self-sustainable development process within the Navajo Nation.

Although I am unable to present at the Conference, I will send a delegation to represent me and the Navajo Nation. I therefore respectfully request that visas be issued for the following:

Patrick Sandoval, Chief of Staff, The Navajo Nation
Ervin Keeswood, Tribal Council Delegate, The Navajo Nation
Martha King, Advisor, Legislative Branch, The Navajo Nation
Ernest Franklin, Department of Economic and Social Planning, The Navajo Nation
David Stephens, Chairman and CEO, OnSat
Kuen Damiano, Chief Operations Officer (COO), OnSat
Gerardo Zepeda-Bermudez, Vice-President Global Operations, OnSat
Donovan Quintaro, Media Technician, OnSat

Thank you and I appreciate your support of this request. Attached are copies of the invitation letters sent to me and to each member of the Navajo Nation delegation.

Sincerely,


Joe Shirley Jr., President
THE NAVAJO NATION

STATEMENT OF WORK

NAVAJO NATION
Office of President and Vice President

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Patrick Sandoval Chief of Staff
Installation Address:	Office of President and Vice President

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmoth@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer:

- BCB® system; including equipment and software necessary to connect each Customer Site to OnSat's "Digital Equity Network®".
- Filtered Internet access, digital video broadcast receive services at OPVP.
- Roving® Service for OPVP Employees that allows connection to OnSat Hotspots throughout the Navajo Nation. Such hotspots include but are not limited to Navajo Nation Chapter Buildings.
- OPVP Network and computer operations
- Training and support of OPVP Staff
- Video Production and Broadcast of Press and Information to be placed on the Web including support of OPVP Communications Director.
- Web support and update including training

OnSat's Responsibilities

OnSat will provide the services necessary to have a reliable computer network, keep the PCs and printers working and provide reliable connection to the Internet both at the OPVP and allow OPVP employees connectivity Navajo Nation-wide via the Chapters. OnSat is the only organization who can provide the OPVP with this kind of connectivity.

OnSat will provide the following:

Take over the current <http:// prez.nden.org> and change the name to <http:// www.opvp.org> this will cost the OPVP around \$275 per year. The new full-time support tech(s) will maintain and update this web page. This will make the OPVP web site faster, more accessible to the world and much more reliable. The service provider, RealTimeSites, is already under contract to the Navajo Nation and supports all the Chapters plus many other Divisions and Departments. The old web pages can also be moved to the new site.

Change and maintain all OPVP email addresses to name@opvp.org and have the old name@navajo.org emails forwarded to the new address. This will make the whole email system dramatically more functional and reliable and the cost for all the email addresses is included in the \$275 per year. Filtered/SPAM reduction costs the OPVP \$25 per year per email address. OnSat will administer the OPVP email (adding, changing and deleting email addresses).

OnSat will provide the training and support to appropriate OPVP staff.

Immediate connection to the nation-wide satellite and wireless network that provides connection to all Chapters and Head Start sites and high speed Internet. This allows OPVP employees to "Rove" and be connected to all Chapter sites, plus be able to use the video part of the network to broadcast and have videoconferences.

OnSat to provide full-time technical support of all computers, software, network, video and Internet services. This includes onsite maintenance of computers, servers, local area network, printers and network software including email and MS Office. Any cost of replacement of equipment, supplies and/or software is the sole responsibility of OPVP.

OnSat will also provide video services. Cost of travel will be paid by OPVP when pre-approved by OPVP in writing.

The OPVP would need to provide a desk and phone for the OnSat staff.

Five hours per month of video conferencing between the OPVP and the Washington Office will be included in the base service rate, additional hours at .26 cents per minute.

Services and Tasks

Security issues will be managed by OnSat. However, users cannot leave logon information on their desks. Document access must be controlled.

Video connection with the Washington Office to be established. OPVP will have to select and budget for video equipment that can be as inexpensive as \$75 video cameras that connect to PCs or flat screen TVs and true teleconference equipment that allows many people in the same room to communicate with those at the other end of the connection.

OnSat will provide the technical staff to install and train the DC office on how to use the video system at the DC office. OPVP will pay the travel costs for OnSat staff as pre-approved by OPVP.

OnSat shall provide onsite warranty labor and services on all OPVP computer and network equipment that is serviceable by OnSat. Cost of parts and shipping shall be borne by OPVP.

OnSat shall be responsible for the back up the main OPVP server.

Ongoing technical PC and network support, wireless and satellite Internet connectivity for the OPVP including roving are all included in this SOW.

OnSat will provide consulting services for the OPVP and may, at OPVP's request represent the OPVP on any and all Broadband and other technical initiatives within the Nation, including its Divisions or elsewhere. This includes assistance with grants and funding issues.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish OnSat engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Allow OnSat to make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace, including desk and phone at OPVP.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: January 1, 2005

OFFICE OF THE PRESIDENT / VICE PRESIDENT
REQUEST FOR SERVICES

DATE OF REQUEST: 11/11/05

REQUESTING PARTY: Palace Security
PHONE NUMBER: 7102

DEPARTMENT: OSP
DIVISION: _____

PLEASE CHECK:
SAS REVIEW (☒) No. 1511 RESOLUTION (☐) No. _____ OTHER (☐) No. _____
SUPPORT LETTER: (☐) SUBJECT: _____

DESCRIPTION OF SERVICE: 11/01/06 (11) between the 1000
and 11/01/06 the 1000

DEADLINE: 11/21/05 REASON: 5/2/05

RECOMMENDATIONS: (AUTHORIZED PERSONNEL ONLY)
OK for signature KDD
OK to sign document 5/12/05

1. Called _____	for document pickup	Date: _____	Time: _____	a.m. / p.m.
2. Called _____	for document pickup	Date: _____	Time: _____	a.m. / p.m.

PICKED UP BY: [Signature]
PLEASE PRINT PLEASE PRINT**

DATE/TIME: 5-23 Dec 4:15 pm

OFFICE OF THE PRESIDENT / VICE PRESIDENT
REQUEST FOR SERVICES

DATE OF REQUEST: 5/23/05

REQUESTING PARTY: Dave Stephens DEPARTMENT: _____
PHONE NUMBER: _____ DIVISION: _____

PLEASE CHECK:
SAS REVIEW () No. _____ RESOLUTION () No. _____ OTHER () No. _____
SUPPORT LETTER: () SUBJECT: _____

DESCRIPTION OF SERVICE: Letter to Brazilian Consulate a

DEADLINE: _____ REASON: _____

RECOMMENDATIONS: (AUTHORIZED PERSONNEL ONLY)

OK for signature. MDO 5/23/05
Revised - Since Friday Revised 5/23/05

1. Called _____ for document pickup Date: _____ Time: _____ a.m. / p.m.
2. Called _____ for document pickup Date: _____ Time: _____ a.m. / p.m.

PICKED UP BY: Jm. S. - DATE/TIME: 5-23-2005 4:15 am/pm
PLEASE PRINT PLEASE PRINT**

OCG Use:

Date:

Disk:

Page:

NAVAJO DIVISION OF PUBLIC SAFETY

P.O. Drawer "J"
Window Rock, Arizona 86515

SAS No

1953

SIGNATURE APPROVAL SHEET

FROM: Division of Public Safety (Name) Sampson Cowboy

(Phone No) 228/8751

DOCUMENT: Contract Modification Number Four (4) to Contract Number C22052, ONSAT Network Communications, Inc. in the amount of \$227,527.00 for Internet and Transmission

Services. The Contract is modified to include Statement of Work for the duration of March 01, 2005 to August 31, 2005.

1. Program: DATE: 2-25-05
2. Division: DATE: 2-25-05
3. Contracts & Grants/OMB: DATE: 3-8-04
4. Division of Finance /Controller: DATE: 05/18/05
5. Department of Justice: DATE: 5-03-05
6. Office of the President: DATE:
7. Legislative Counsel: DATE:

RETURN ENTIRE DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT VICE PRESIDENT

Outcome: Committee Review/Action:

Sign/Date: OCG Final Receipt:

WHITE - President's Office

BLUE - OCG

YELLOW - Financial

PINK - Division / Public Safety

Mod # 5 / South # 6

**CONTRACT
MODIFICATION
NUMBER FIVE (5)**

Contractor: OnSat Network
Communications,
Inc.

Contract Number: C22052-221992.81
Contract Mod. Amt: ~~\$215,527.00~~
Total Contract Amt: ~~\$10,782,244.50~~

10,989,210.31

DATE: March 1, 2005

Original Contract Date: November 30, 2001

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation
TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES

The Contract is modified as follows:

To include the following Statement of Work, (total cost \$): \$215,027.00

1.) SOW No. 016: Department of Public Safety - Regional Offices

DURATION: May 15, 2005 to August 31, 2006.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work C22052-Project 16.

FUNDING SOURCE: K050804

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,239,000.00	\$4,293,017.00
Net Change by previously authorized Contract Modifications:	\$72,000.00	\$72,000.00
The Contract Sum Prior to this Contract Modification was:	\$1,376,356.50	\$10,567,217.50
The Contract Sum will be Increased by this Contract Modification in the Amount of:	221,992.81 \$215,027.00	221,992.81 \$215,027.00
The New Contract Sum including this Contract Modification will be:	\$1,598,449.31 \$1,591,383.50	\$10,782,210.31 \$10,782,244.50

The date of the Substantial Completion as of the date of the Contract Modification therefore is December 31, 2006.

Signatures

ONSAT

Signature: [Signature]

Name: David Stephens

Title: CEO

Date: 1/17/2005

THE NAVAJO NATION

Signature: [Signature]

Office of the President

Date: MAY 23 2005

515175

STATEMENT OF WORK

NAVAJO NATION

Department of Public Safety - Regional Offices

BCb

Prepared by:

David Stephens

OnSat
Network Communications

515175

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Samson Cowboy 928-871-6363 928-871-7087 scowboy@cnetco.com
Installation Address:	Navajo Nation Public Safety Sites as designated

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

5/5/75

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each of the designated Navajo Nation Division of Public Safety Regional Offices:

- BCb@ system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network@" and operate Customer's application software referred to as NCIC/AFIS.
- Satellite transmission services between OnSat and each Regional Office, wireless connection to certain Division Offices from Chapters;
- Caching, redundant replication services at each Regional Office plus full redundancy between Window Rock and OnSat Hub facility;
- Provide Customer's authorized and certified employees with connection to NCIC/AFIS via OnSat's Roving Wireless Network throughout the Navajo Nation.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Coordination with contractors for site preparation, including ground mount antenna or roof mount installation and pointing.

5/5/17

- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.
- Provide Train the Trainer services and knowledge transfer to network operations and management.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: May 15, 2005

Service Start Date: Individual Regional Offices will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Regional Office.

5/15/75

Term of Service:

The first of the month following such Service Start Date at each Regional Office shall be the start of the Term of Service. The Term of Service shall be 18 months from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION		Total Cost
VPN Satellite Based Wireless to Connect NCIC/AFIS	7 Division Offices, Collocation of Redundant at 7 Regional Sites plus OnSat's Hub Location. Wireless T-1 connection to the Digital Equity Network, Shared DVB Channel for Broadcast and Wireless T-1 data network connection to NCIC/AFIS.	See attached Exhibit Price Quotation 2004402016	\$215,527.00
Due upon acceptance of Statement of Work-			\$215,527.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

End of Statement of Work

515175

71

PRICE QUOTATION

To: Division of Public Safety Regional Offices Cost for total of 8 satellite sites, including Toyei and Window Rock	From: Kuen Damiano OnSat Street Only: 136 Heber Ave Mailing: PO box 981855 Park City, Utah 84098-1855 801-466-1688 (TELEPHONE) 801-466-5998 (FAX) q@onsatnet.com (EMAIL)
--	---

Offer valid for 60 days Terms and Conditions of this offer are attached to this quotation
All orders are subject to acceptance by OnSat FOB factory unless otherwise stated

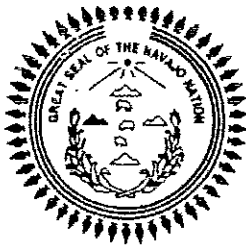
PROJECT: VPN Satellite Based Wireless to Connect NCIC/AFIS Systems
Including Toyei, Window Rock and Agency Offices

MFGR.	ITEM	MODEL	QTY	PRICE	EXT'D
SATELLITE COMPONENTS					
	Enterprise Secured Gateway Switch		1	8,000.00	8,000.00
	Satellite Based Multi Service Routers Kits to provide 1-1 or better Speed connection, includes:		8	9,500.00	76,000.00
	1.8 meter Prime Focus Feed (X/Ka antenna/incid. Non-pen mount		1	-	-
	Rackmount Chassis (one already exists in Toyei)		5	-	-
	Wallmount Cabinet		1	-	-
	Ku Band External 4 Watt Amplifier		1	-	-
	Broadcast Studio Upgrade for Toyei		1	-	-
	IFL Cabling		/	-	-
	SDR KIT for bi Directional offices		8	-	-
	Satellite Data Modem		1	-	-
	RF Integration Materials - TX/RX	Custom	8	-	-
	Subtotal				84,000.00
NETWORK COMPONENTS					
OnSat	PC for Caching, Proxy and Router For VPN	PCRACCv01	10	2,200.00	22,000.00
OnSat	Network Printer		10	750.00	7,500.00
OnSat	Enterprise Firewall Appliance	CUSTOM	1	12,000.00	12,500.00
OnSat	Enterprise WAN Router/Bridge Management System				
	ORNMS - Offsite Redundant Network Management System:				
	Includes Ruggedized Notebook, dual vehicle mounting brackets,				
	vehicle 2.4 Ghz/900 Mhz access point, fixed base 2.4Ghz/900Mhz				
	Access Point, 1 Relay Station, IPAQ wireless, connectivity from NCIC				
	and AFIS	CUSTOM	1	35,000.00	35,000.00
	Subtotal				77,000.00
INTEGRATION AND INSTALLATION					
OnSat	AFIS INTEGRATION AND CONNECTION FEES		1	15,000.00	15,000.00
OnSat	NCIC Data Integration Interface Connection Fee		7	1,350.00	9,450.00
OnSat	Equipment Installation and Configuration		1	25,077.00	25,077.00
	Integration and Installation Subtotal				49,527.00
Shipping and Handling					
OnSat	SHIPPING AND HANDLING		1	5,000.00	5,000.00
	Shipping and Handling Subtotal				5,000.00
VPN Satellite Based Wireless to Connect NCIC/AFIS Systems					TOTAL SYSTEM COST 215,527.00
Including Toyei, Window Rock and Agency Offices					Sale Tax 6,465.81
200402016					TOTAL SYSTEM COST 221,992.81

515175

8/

Mod # 61



THE NAVAJO NATION

P.O. BOX 3150

WINDOW ROCK, ARIZONA 86515

(520) 871-6505

JOE SHIRLEY, JR.
President

May 24, 2005

FRANK DAYISH, JR.
Vice-President

David Stephens, CEO/President
On Sat Network Communication, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109

Dear Mr. Stephens,

Enclosed is a signed copy of your "Modification Six" Contract # C022052 with the Navajo Nation Department of Public Safety.

The modification is increasing the amount by \$221,992.81 total award \$10,789,210.31, with an effective date of May 15, 2005 through August 31, 2006, however the business unit number expires January 31, 2006. Therefore the above contract number must be referenced on all invoices and correspondence to this contract.

Should you have any question, please contact Sampson Cowboy, Executive Director at (928) 871 - 6581.

Sincerely,

Janice Haskie

Janice Haskie
Accounting Supervisor
Contract Administration/Purchasing

x.c. Contract Accounting Section
Office of the Controller
Contract Number C#22052

**CONTRACT
MODIFICATION
NUMBER FIVE (5)**

SIX 6

Contractor: OnSat Network
Communications,
Inc.

Contract Number: C22052-221992.81
Contract Mod. Amt: \$215,527.00
Total Contract Amt: \$10,782,244.50

10,789,210.31

DATE: March 1, 2005

Original Contract Date: November 30, 2001

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES

The Contract is modified as follows:

To include the following Statement of Work, (total cost \$): \$215,027.00

1.) SOW No. 016: Department of Public Safety – Regional Offices

DURATION: May 15, 2005 to August 31, 2006.

The TERMS & CONDITIONS set forth in the Master Contract shall govern the Statement of Work C22052-Project 16.

FUNDING SOURCE:

K050804

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,239,000.00	\$4,293,017.00
Net Change by previously authorized Contract Modifications:	\$72,000.00	\$72,000.00
The Contract Sum Prior to this Contract Modification was:	\$1,376,356.50	\$10,567,217.50
The Contract Sum will be Increased by this Contract Modification in the Amount of:	221,992.81 \$215,027.00	221,992.81 \$215,027.00
The New Contract Sum including this Contract Modification will be:	\$1,598,449.31 \$1,591,383.50	\$10,789,210.31 \$10,782,244.50

The date of the Substantial Completion as of the date of the Contract Modification therefore is December 31, 2006.

Signatures

ONSAT

Signature:

Name: David Stephens

Title: CEO

Date: 1/17/2005

THE NAVAJO NATION

Signature:

Office of the President

Date:

MAY 23 2005

STATEMENT OF WORK

NAVAJO NATION

Department of Public Safety - Regional Offices

BCb

Prepared by:

David Stephens

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Samson Cowboy 928-871-6363 928-871-7087 scowboy@cnetco.com
Installation Address:	Navajo Nation Public Safety Sites as designated

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each of the designated Navajo Nation Division of Public Safety Regional Offices:

- BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®" and operate Customer's application software referred to as NCIC/AFIS.
- Satellite transmission services between OnSat and each Regional Office, wireless connection to certain Division Offices from Chapters;
- Caching, redundant replication services at each Regional Office plus full redundancy between Window Rock and OnSat Hub facility;
- Provide Customer's authorized and certified employees with connection to NCIC/AFIS via OnSat's Roving Wireless Network throughout the Navajo Nation.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Coordination with contractors for site preparation, including ground mount antenna or roof mount installation and pointing.

- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.
- Provide Train the Trainer services and knowledge transfer to network operations and management.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: May 15, 2005

Service Start Date: Individual Regional Offices will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Regional Office.

Term of Service:

The first of the month following such Service Start Date at each Regional Office shall be the start of the Term of Service. The Term of Service shall be 18 months from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION		Total Cost
VPN Satellite Based Wireless to Connect NCIC/AFIS	7 Division Offices, Collocation of Redundant at 7 Regional Sites plus OnSat's Hub Location. Wireless T-1 connection to the Digital Equity Network, Shared DVB Channel for Broadcast and Wireless T-1 data network connection to NCIC/AFIS.	See attached Exhibit Price Quotation 2004402016	\$215,527.00
Due upon acceptance of Statement of Work-			\$215,527.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

End of Statement of Work

Sub-Account Budget Summary

K050804.4230	Office Supplies – Non Cap Computer Equipment PC for Caching, Proxy and Router for VPN Network Printer	\$ 29,500
K050804.4450	Operating Supplies – Postage, Courier, Shipping Shipping and Handling	\$ 5,000
K050804.5560	Communication & Utilities – Hardware/Installation Equipment Installation and Configuration	\$ 25,077
K050804.5590	Communication & Utilities – T-1 AFIS Integration and Connection Fees NCIC Data Integration Interface Connection Fee	\$ 24,450
K050804.9142	Equipment Enterprise Secured Gateway Switch, Satellite Based Multi Service Router Kits to provide T-1 or better Speed connection. Enterprise Firewall Appliance, Enterprise WAN Router/Bridge Management System, ORNMS (Offsite Redundant/Bridge Management System).	\$131,000

TOTAL \$215,027

PRICE QUOTATION

To: Division of Public Safety Regional Offices Cost for total of 8 satellite sites, including Toyei and Window Rock	From: Kuen Damiano OnSat Street Only: 136 Heber Ave Mailing: PO box 981855 Park City, Utah 84098-1855 801-466-1688 (TELEPHONE) 801-466-5998 (FAX) q@onsatnet.com (EMAIL)
--	---

Offer valid for 60 days. Terms and Conditions of this offer are attached to this quotation.
All orders are subject to acceptance by OnSat. FOB factory unless otherwise stated.

PROJECT: VPN Satellite Based Wireless to Connect NCIC/AFIS Systems
Including Toyei, Window Rock and Agency Offices

MFGR.	ITEM	MODEL	QTY	PRICE	EXT'D
SATELLITE COMPONENTS					
	Enterprise Secured Gateway Switch		1	8,000.00	8,000.00
	Satellite Based Multi Service Routers Kits to provide 1-1 or better Speed connection, includes:		8	9,500.00	76,000.00
	1.8 meter Prime Focus Feed TX/RX antenna/incid. Non-pen mount		1	-	-
	Rackmount Chassis (one already exists in Toyea)		6	-	-
	Wallmount Cabinet		1	-	-
	Ku Band External 4 Watt Amplifier		1	-	-
	Broadcast Studio Upgrade for Toyea		7	-	-
	IFL Cabling		8	-	-
	SDR KIT for bi Directional offices		1	-	-
	Satellite Data Modem		1	-	-
	RF Integration Materials - TX/RX	Custom	8	-	-
	Subtotal				84,000.00
NETWORK COMPONENTS					
OnSat	PC for Caching, Proxy and Router For VPN	PCRACCv01	10	2,200.00	22,000.00
OnSat	Network Printer		10	750.00	7,500.00
OnSat	Enterprise Firewall Appliance	CUSTOM	1	12,000.00	12,500.00
OnSat	Enterprise WAN Router/Bridge Management System				
	ORNMS - Offsite Redundant Network Management System: Includes Ruggedized Notebook, dual vehicle mounting brackets, vehicle 2.4 Ghz/900 Mhz access point, fixed base 2.4Ghz/900Mhz Access Point, 1 Relay Station, IPAQ wireless, connectivity from NCIC and AFIS	CUSTOM	1	35,000.00	35,000.00
	Subtotal				77,000.00
INTEGRATION AND INSTALLATION					
OnSat	AFIS INTEGRATION AND CONNECTION FEES		1	15,000.00	15,000.00
OnSat	NCIC Data Integration Interface Connection Fee		7	1,350.00	9,450.00
OnSat	Equipment Installation and Configuration		1	25,077.00	25,077.00
	Integration and Installation Subtotal				49,527.00
Shipping and Handling					
OnSat	SHIPPING AND HANDLING		1	5,000.00	5,000.00
	Shipping and Handling Subtotal				5,000.00
VPN Satellite Based Wireless to Connect NCIC/AFIS Systems				TOTAL SYSTEM COST	215,527.00
Including Toyei, Window Rock and Agency Offices				Sale Tax	6,465.81
200402016				TOTAL SYSTEM COST	221,992.81

Mar # 7/

VAJO DIVISION OF PUBLIC SAFETY

P.O. Drawer "J"
Window Rock, Arizona 86515

SAS No 1982-11,199-1

Signature made available
10/11/05 11:03 AM
JMA 6/29/05

SIGNATURE APPROVAL SHEET

FROM: Division / Public Safety (Name) Samson Cowboy (Phone No) 871-6581

DOCUMENT: Contract Modification Number Seven (7) to Contract Number C22052, ONSAT Network Communications, Inc. in the amount of \$100,000 for Internet and Transmission Services.
The Contract is modified to include Statement of Work for the duration of May 15, 2005 to August 31, 2006.

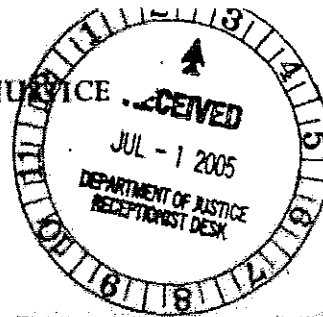
1. Program	DATE: 6-1-05
2. Division	DATE: 6-27-05
3. Contracts & Grants/OMB	DATE: 6-27-05
4. Division of Finance / Controller	DATE: 6/27/05
5. Department of Justice	DATE: 7/5/05
6. Office of the President	DATE: 7/1/05
7. Legislative Counsel	DATE: 7/1/05

RETURN ENTIRE DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT/VICE PRESIDENT.

Outcome: _____ Committee Review/Action: _____
Sign/Date: _____ OCG Final Receipt: _____

NAVAJO NATION DEPARTMENT OF JUSTICE

REQUEST FOR SERVICES



DOJ
0-01-05 @ 2256
DATE/TIME
RFS# 05-1327
SAS# 1982
UNIT: H59w

DATE OF REQUEST: July 1, 2005 DIVISION: of Public Safety
 REQUESTING PARTY: Samson Cowboy DEPARTMENT: Administration
 PHONE NUMBER: 871-6581 PROGRAM: _____

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):

Contract Modification No. seven (7) to Contract No. C22052, ONSAT Network Communications Inc. in the amount of \$10,534.19 for Internet and Transmission Services. The Contract is modified to include Statement of Work for the duration of May 15, 2005 to 08/31/06

DEADLINE: _____ REASON: _____

97
 DATE/TIME IN UNIT: JUL 01 2005 4:54 RESPONSIBLE STAFF PERSON: Bobroff
 REVIEWED & ASSIGNED: may TIME/HRS/MIN: _____ COMPLETION DATE: asep

<input checked="" type="checkbox"/> REVIEW FOR LEGAL SUFFICIENCY	<input checked="" type="checkbox"/> SURNAME
<input type="checkbox"/> REQUEST FOR LEGAL OPINION	<input type="checkbox"/> APPOINTMENT/CONFERENCE/MEETING
<input type="checkbox"/> RESOLUTION: _____	<input type="checkbox"/> REVIEW & ADVISE

DOJ ATTORNEY/ADVOCATE TO COMPLETE

REVIEWED BY: Dana Bobroff DATE: 7.5.05 TIME: _____ Hrs: _____ Min: _____
 SURNAMED BY: _____ DATE: _____ TIME: _____ Hrs: _____ Min: _____

COPIES SENT TO DOJ RECEPTIONIST: _____

JUL 06 2005

PICKED UP BY: _____ DATE/TIME: _____

PLEASE PRINT • PLEASE PRINT • PLEASE PRINT
SPONSOR'S COPY

**CONTRACT
MODIFICATION
NUMBER SEVEN
(7)**

Contractor: **OnSat Network
Communications,
Inc.**

Contract Number: **C22052**
Contract Mod. Amt: **\$ 10,534.19**
Total Contract Amt: **\$10,799,744.50**

DATE: **May 17, 2005**

Original Contract Date: **November 30, 2001**

PROJECT:

**Master Agreement of Internet and Transmission Services for the Navajo Nation
TO CONTRACTOR:**

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES**

The Contract is modified as follows:

- 1.) To include additional Technical Services of \$10,534.19

DURATION: **May 15, 2005 to August 31, 2006.**

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work C22052-Project 16.


FUNDING SOURCE: **K050804**

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,239,000.00	\$4,293,017.00
Net Change by previously authorized Contract Modifications:	\$221,992.81	\$221,992.81
The Contract Sum Prior to this Contract Modification was:	1,598,449.31	\$10,789,210.31
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$10,534.19	\$10,534.19
The New Contract Sum including this Contract Modification will be:	\$1,609,983.50	\$10,799,744.50

The date of the Substantial Completion as of the date of the Contract Modification therefore is December 31, 2006.

Signatures

ONSAT

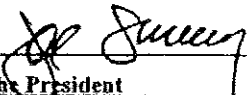
Signature: 

Name: **David Stephens**

Title: **CEO**

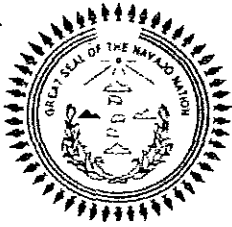
Date: **5/17/2005**

THE NAVAJO NATION

Signature: 

Office of the President

Date: **JUL 14 2005**



THE NAVAJO NATION

P.O. BOX 9000

WINDOW ROCK, ARIZONA 86515

(928) 871-6768

18220B

JOE SHIRLEY, JR.
President

FRANK DAYISH, JR.
Vice-President

August 3, 2005

David Stephens, CEO
On Sat Network Communication, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

Dear Mr. Stephens:

Enclosed is your copy of the Modification Seven (7) Contract Number **C022052** with the Navajo Nation Department of Public Safety.

The modification is increasing the amount by \$10,534.19 total award of \$10,799,744.50, with an effective date of May 15, 2005 through August 31, 2005. The above contract number must be referenced on all invoices and correspondence as it relates to this agreement.

Should you have any questions, please contact Samson Cowboy, Executive Director, Navajo Nation Department of Public Safety, at (928) 871-6581.

Sincerely,

THE NAVAJO NATION

A handwritten signature in cursive script, reading "Lucinda G. Davis".

Lucinda G. Davis, Senior Accountant
Contract Administration - OOC

Xc: Contract Accounting Section-OOC
Samson Cowboy-NDPS
File/Chrono

Mod # 8/500#17

The Navajo Nation
Window Rock, Arizona 86515

SECTION 164 REVIEW PROCESS
19321

Info. available
9/8/05
[Signature]

Dept. Division of Public Safety Name Samson Cowboy Phone No. 928/671-6581

DOCUMENT:

Contract Modification Number 08 to Contract Number C22052. This modification initiates the scope of work for internet and transmission services in the modified amount of \$128,490.00.

OK to sign. RDots 9/12/05

RECEIVED
7 PM 4 51
FINANCIAL
SVC. DEPT.

9142
K020807

REVIEWERS

1. Sponsor/Program	<i>[Signature]</i>	Date: <i>9-1-05</i>
2. Division	<i>[Signature]</i>	Date: <i>9-1-05</i>
3. Office of Management & Budget	<i>[Signature]</i>	Date: <i>9/6/05</i>
4. Office of the Controller	<i>[Signature]</i>	Date: <i>09/09/05</i>
5. Office of Attorney General	<i>[Signature]</i>	Date: <i>9.9.05</i>
6. Office of the President	<i>[Signature]</i>	Date: <i>9/12/05</i>
7. Legislative Counsel		Date:
8. Committee Chairperson		Date:

CONTRACTS/AGREEMENTS/GRANTS: RETURN ENTIRE DOCUMENTS TO O.M.B. FOR ADMINISTRATIVE IMPLEMENTATION.

Business Regulatory Dept., DED: _____ Date: _____

COMMENTS:

+ cost change (in mod) & date is 12.5% 1200,024/1.5. Admin Rev is ok.
9/7/05. Not very clear in what the is; not listed in scope of work no budget - need clarification. [Signature] > OK justified 9/7/05
⇒ Need budget transfer. 9/8/05

NAVAJO NATION DEPARTMENT OF JUSTICE



DOJ
9-9-05 21043
DATE/TIME
RFS# 05-1784
SAS# 19321
UNIT: 4594

REQUEST FOR SERVICES

Sponsor's

COPY

DATE OF REQUEST: <u>9-9-2005</u>		DIVISION: <u>DPS</u>
REQUESTING PARTY: <u>SAMSON COWBOY</u>		DEPARTMENT: <u>DPS Administration</u>
PHONE NUMBER: <u>505-870-1018 ext</u>		PROGRAM: _____
COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):		
<u>Review SAS 19321 Mod. 8 to CR2052</u>		
<u>ONSAT Network</u>		
DEADLINE: <u>9-9-2005</u> REASON: <u>AZ PUBLIC SAFETY is going to shut off</u>		
<u>Dispatch ability to get NCIC info - we need</u>		
DATE/TIME IN UNIT: <u>SEP 09 2005 11:40</u> RESPONSIBLE STAFF PERSON: <u>Bob Hoff</u>		
REVIEWED & ASSIGNED: <u>me</u> TIME/HRS/MIN: _____ COMPLETION DATE: <u>add</u>		
<input checked="" type="checkbox"/> REVIEW FOR LEGAL SUFFICIENCY	<input checked="" type="checkbox"/> SURNAME	
<input type="checkbox"/> REQUEST FOR LEGAL OPINION	<input type="checkbox"/> APPOINTMENT/CONFERENCE/MEETING	
<input type="checkbox"/> RESOLUTION: _____	<input type="checkbox"/> REVIEW & ADVISE	
- DOJ ATTORNEY/ADVOCATE TO COMPLETE -		
<u>The Project Start Date was listed as August 15, 2005 -</u>		
<u>why does contractor not start until September 1, 2005?</u>		
REVIEWED BY: <u>Dana Hoff</u>	DATE: _____	TIME: _____ Hrs. _____ Min.
SURNAMED BY: <u>Dana Hoff</u>	DATE: <u>9.9.05</u>	TIME: _____ Hrs. _____ Min.
DATE SENT TO DOJ RECEPTIONIST: <u>SEP 12 2005</u>	<u>SEP 12 2005</u>	For documents, please call _____
PICKED UP BY: _____	DATE/TIME: _____	
PLEASE PRINT ♦ PLEASE PRINT ♦ PLEASE PRINT		



REQUEST FOR BUDGET TRANSFER

Business Unit No.

FROM OBJECT ACCOUNT	AMOUNT	INTO OBJECT ACCOUNT	AMOUNT
9146	\$188,490.00	9142	\$188,490.00
TOTAL:	\$188,490.00	TOTAL:	\$188,490.00

RECEIVED
 FINANCIAL
 SVC. DEPT.
 2005 SEP 7 PM 4 51

BRANCH / DIVISION DIRECTOR APPROVAL

**CONTRACT
MODIFICATION
NUMBER EIGHT
(8)**

Contractor: OnSat Network
Communications,
Inc.

Contract Number: C22052
Contract Mod. Amt: \$ 188,490.00
Total Contract Amt: \$10,899,744.50

DATE: August 29, 2005

Original Contract Date: November 30, 2001

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation
TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES

The Contract is modified as follows:

- 1.) SOW No. 017: Department of Public Safety – Dispatch at Agency Offices

DURATION: September 1, 2005 to August 31, 2006.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work C22052-Project 17.

FUNDING SOURCE: K050807.9142

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,598,449.31	\$10,789,210.31
Net Change by previously authorized Contract Modifications:	\$10,534.19	\$10,534.19
The Contract Sum Prior to this Contract Modification was:	\$1,609,983.50	\$10,799,744.50
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$188,490.00	\$188,490.00
The New Contract Sum including this Contract Modification will be:	\$1,798,473.50	\$10,988,234.50

The date of the Substantial Completion as of the date of the Contract Modification therefore is December 31, 2006.

Signatures

ONSAT

Signature: [Signature]

Name: David Stephens

Title: CEO

Date: 9/1/2005

THE NAVAJO NATION

Signature: [Signature]

Office of the President

Date: SEP 12 2005

STATEMENT OF WORK

NAVAJO NATION

Department of Public Safety – Dispatch at Agency Offices

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Samson Cowboy 928-871-6363 928-871-7087 scowboy@cnetco.com
Installation Address:	Navajo Nation Public Safety Sites as designated

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 k@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each of the designated Navajo Nation Division of Public Safety Regional Offices:

- BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®" and operate Customer's application software referred to as CODY/FATPOT at Dispatch Centers.
- Satellite transmission services between OnSat and each Regional Office, wireless connection to certain Division Offices from Chapters;
- Caching, redundant replication services at each Regional Office plus full redundancy between Window Rock Dispatch and OnSat Hub facility;
- Provide Customer's authorized and certified Dispatch employees with connection to CODY/FATPOT via OnSat's Roving Wireless Network throughout the Navajo Nation.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Configuration of server and Dispatch connectivity to network.
- Configuration of modulator for transmit sites.

- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.
- Provide Train the Trainer services and knowledge transfer to network operations and management.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: August 15, 2005

Service Start Date: Individual Regional Offices will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Regional Office.

Term of Service:

The first of the month following such Service Start Date at each Regional Office shall be the start of the Term of Service. The Term of Service shall be 18 months from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION		Total Cost
VPN Satellite Based Wireless to Connect NCIC/AFIS	7 Division Offices, Collocation of Redundant at 7 Dispatch Centers Per Attached Quote.	See attached Exhibit Price Quotation 200509016	\$188,490.00
Due upon acceptance of Statement of Work-			\$188,490.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

End of Statement of Work

OnSat

Date: September 1, 2005

Quote # 200509016

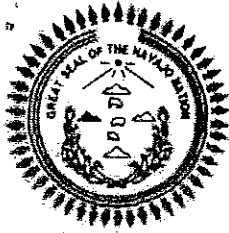
PRICE QUOTATION

To:	Division of Public Safety Regional Offices Cost for total of 8 satellite sites, including Toyei and Window Rock	From: Kuen Damiano OnSat Street Only: 136 Heber Ave Mailing: PO box 981855 Park City, Utah 84098-1855 801-484-1848 (TELEPHONE) 801-484-8898 (FAX) qs@onsatnet.com (EMAIL)
-----	--	--

Offer valid for 60 days. Terms and Conditions of this offer are attached to this quotation.
All orders are subject to acceptance by OnSat. FOB factory unless otherwise stated.

PROJECT: Connect Dispatch Consoles to Cody/NCIC
And other disparate databases to OnSat VPN Satellite Network

MFGR	ITEM	MODEL	QTY	PRICE	EXT'D
SATELLITE COMPONENTS					
	Subtotal				-
NETWORK COMPONENTS					
OnSat					-
OnSat					-
OnSat	Enterprise Satellite VOIP Firewall Appliance	CUSTOM	1	12,500.00	12,500.00
OnSat	Enterprise WAN Router/Bridge Management System ORNMS - Offsite Redundant Network Management System: Includes Dispatch Workstation, dual 19" Monitors flat screen, 2.4 Ghz/900 Mhz access point, Includes one set dual 20"/42" Monitor at Window Rock for connectivity to disparate databases, redundant Power system, enterprise secured gateway switch VOIP	CUSTOM	7	23,638.00	165,466.00
	Subtotal				177,966.00
INTEGRATION AND INSTALLATION					
OnSat					-
OnSat					-
OnSat	Equipment Installation and Configuration Integration and Installation Subtotal		1	-	-
Shipping and Handling					
OnSat	SHIPPING AND HANDLING Shipping and Handling Subtotal		1	5,034.00	5,034.00
Connect Dispatch Consoles to Cody/NCIC Including Toyei, Window Rock and Agency Offices 200509016					TOTAL SYSTEM COST Sale Tax TOTAL SYSTEM COST
					183,000.00 5,490.00 188,490.00



THE
NAVAJO
NATION

P.O. BOX 9000

WINDOW ROCK, ARIZONA 86515

(928) 871-6768

JOE SHIRLEY, JR.
President

FRANK DAYISH, JR.
Vice-President

September 15, 2005

David Stephens, CEO
On Sat Network Communication, Inc. *AB 53282*
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

Dear Mr. Stephens:

K050807.7142

Enclosed is your copy of the Modification Eight (8) Contract Number C022052 with the Navajo Nation Department of Public Safety.

The modification is increasing the amount by \$188,490.00 total award of \$10,798,473.50, with an effective date of September 01, 2005 through August 31, 2006. The above contract number must be referenced on all invoices and correspondence as it relates to this agreement.

Should you have any questions, please contact Samson Cowboy, Executive Director, Navajo Nation Department of Public Safety, at (928) 871-6581.

Sincerely,

THE NAVAJO NATION

Lucinda G. Davis, Senior Accountant
Contract Administration - OOC

Xc: Contract Accounting Section-OOC
Samson Cowboy-NDPS
File/Chrono

11/

1904 - 1/50/15

Date: _____
Page: _____

OFFICE OF THE PRESIDENT/VICE PRESIDENT

The Navajo Nation
Window Rock, Arizona 86515

SIGNATURE APPROVAL SHEET

(164 REVIEW PROCESS)

SAS

00093

DEPT OFFICE OF THE PRESIDENT/VICE PRESIDENT (NAME) Patrick Sandoval, Chief of Staff

(PHONE) 871-7002/6352

DOCUMENT:

THIS MODIFICATION NUMBER NINE (9) FOR CONTRACT NUMBER C#22052 BETWEEN THE NAVAJO NATION
OFFICE OF THE PRESIDENT & VICE PRESIDENT AND ONSAT NETWORK COMMUNICATIONS, INC. IN THE
AMOUNT OF \$36,000.00. THIS MODIFICATION IS FOR THE EXTENSION OF SERVICE OF MASTER
AGREEMENT OF INTERNET AND TRANSMISSION SERVICES FOR THE NAVAJO NATION. THE ORIGINAL
AMOUNT IS \$10,952,234.50 AND WILL INCREASE TO \$10,988,234.50.

1. Program	: Patrick Sandoval, Chief of Staff	DATE: 12/20/05
2. Division	: Patrick Sandoval, Chief of Staff	DATE: 12/20/05
3. Contracts & Grants/OMB	: <i>C. Mont</i> <i>Final execution subject to sponsor records</i>	DATE: 12/20/05
4. Division of Finance/Controller	: <i>Robell</i> <i>object code & sufficient funds available</i>	DATE: 12/21/05
5. Department of Justice	: <i>Dana B. B...</i>	DATE: 12.21.05
6. Office of the President	: <i>MDOT</i>	DATE: 12/21/05
7. Legislative Counsel	:	DATE:

RETURN ENTIRE DOCUMENTS TO OFFICE OF CONTRACTS AND GRANTS WHEN SIGNED BY PRESIDENT/VICE PRESIDENT.

* Object to come to reveal 5000 + budget transfer to such; change amount
Cost to \$36,000 in last page of SOA.

Business Regulatory: _____ Committee Review/Action: _____

Sign/Date: _____ OCG Final Receipt: _____

WHITE • President's Office

BLUE • OCG

YELLOW • Financial Services

PINK • Division

2275 BUTLER'S

MODIFICATION

PROFESSIONAL SERVICES CONTRACT AN AGREEMENT BETWEEN

THE NAVAJO NATION

And

ONSAT NETWORK COMMUNICATIONS, INC.
P.O. Box 981855
Park City, UT 84098

Contract Number: C22052
Modification Number: Nine (9)

TYPE OF MODIFICATION:

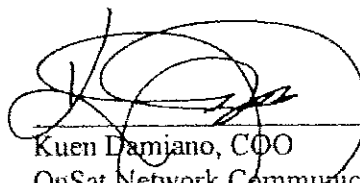
- ☐ SCOPE OF WORK
- ☐ CONTRACT BUDGET
- ☐ TERM OF CONTRACT
- ☐ TERMINATION
- ☒ OTHER

ATTACHMENTS:

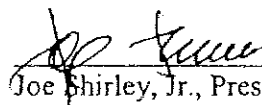
- ☐ REVISED SCOPE OF WORK
- ☐ REVISED BUDGET
- ☐ TERM OF CONTRACT
- ☐ TERMINATION NOTICE
- ☒ OTHER

SIGNATURES TO THE MODIFICATION

CONTRACTOR


Kuen Damiano, COO
OnSat Network Communications, Inc.
P.O. Box 981855
Park City, UT 84098
Date 12/20/05

FOR THE NAVAJO NATION


Joe Shirley, Jr., President
The Navajo Nation
P.O. Box 9000
Window Rock, AZ 86515
Date

CONTRACT MODIFICATION NUMBER NINE (9)	Contractor: OnSat Network Communications, Inc.	Contract Number: C22052 Contract Mod. Amt: \$ 36,000.00 Total Contract Amt: \$ 10,988,234.50
--	---	---

DATE: December 15, 2005

Original Contract Date: November 30, 2001

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES**

The Contract is modified as follows:

To include the following Statement of Work, (total cost\$): \$36,000.00

I.) SOW No. 015: Office of the President and Vice President

DURATION: January 1, 2005 to December 31, 2006.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work **C22052-Project-15**

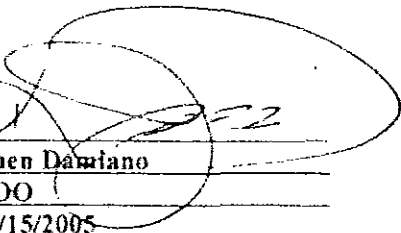
FUNDING SOURCE: 103001 – 5570

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,726,473.50	\$10,952,234.50
Net Change by previously authorized Contract Modifications:	\$36,000.00	\$0.00
The Contract Sum Prior to this Contract Modification was:	\$1,762,473.50	\$10,952,234.50
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$36,000.00	\$36,000.00
The New Contract Sum including this Contract Modification will be:	\$1,798,473.50	\$10,988,234.50

The date of the Substantial Completion as of the date of the Contract Modification therefore is December 31, 2006.

Signatures

ONSAT

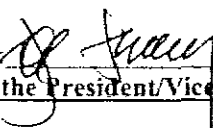
Signature: 

Name: Kuen Damiano

Title: COO

Date: 12/15/2005

THE NAVAJO NATION

Signature: 

Office of the President/Vice President

Date: _____

ATTACHMENT:
RE: **OTHER**
C22052

OTHER

OnSat had previously routed a modification to extend services through modification number 4. The modification no. 4 was in the amount of \$72,000 and from this amount the first year expenses were paid out in the amount of \$36,000 using an external grant fund account. This modification, no. 9, will modify the contract so that General Funds can be used to pay out the remainder of the services as required in the contract.

JUSTIFICATION

The justification is simple; funds are needed to pay for the services that the Nation requires of OnSat. The external account has been exhausted and payment will now be made using General Funds. The general account that will be used for this modification is 103001-5570.

STATEMENT OF WORK

NAVAJO NATION
Office of President and Vice President

BCb

Prepared by:
David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Patrick Sandoval Chief of Staff
Installation Address:	Office of President and Vice President

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmoth@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer:

- BCb® system; including equipment and software necessary to connect each Customer Site to OnSat's "Digital Equity Network®".
- Filtered Internet access, digital video broadcast receive services at OPVP.
- Roving® Service for OPVP Employees that allows connection to OnSat Hotspots throughout the Navajo Nation. Such hotspots include but are not limited to Navajo Nation Chapter Buildings.
- OPVP Network and computer operations
- Training and support of OPVP Staff
- Video Production and Broadcast of Press and Information to be placed on the Web including support of OPVP Communications Director.
- Web support and update including training

OnSat's Responsibilities

OnSat will provide the services necessary to have a reliable computer network, keep the PCs and printers working and provide reliable connection to the Internet both at the OPVP and allow OPVP employees connectivity Navajo Nation-wide via the Chapters. OnSat is the only organization who can provide the OPVP with this kind of connectivity.

OnSat will provide the following:

Take over the current <http://prez.nden.org> and change the name to <http://www.opvp.org> this will cost the OPVP around \$275 per year. The new full-time support tech(s) will maintain and update this web page. This will make the OPVP web site faster, more accessible to the world and much more reliable. The service provider, RealTimeSites, is already under contract to the Navajo Nation and supports all the Chapters plus many other Divisions and Departments. The old web pages can also be moved to the new site.

Change and maintain all OPVP email addresses to name@opvp.org and have the old name@navajo.org emails forwarded to the new address. This will make the whole email system dramatically more functional and reliable and the cost for all the email addresses is included in the \$275 per year. Filtered/SPAM reduction costs the OPVP \$25 per year per email address. OnSat will administer the OPVP email (adding, changing and deleting email addresses).

OnSat will provide the training and support to appropriate OPVP staff.

Immediate connection to the nation-wide satellite and wireless network that provides connection to all Chapters and Head Start sites and high speed Internet. This allows OPVP employees to "Rove" and be connected to all Chapter sites, plus be able to use the video part of the network to broadcast and have videoconferences.

OnSat to provide full-time technical support of all computers, software, network, video and Internet services. This includes onsite maintenance of computers, servers, local area network, printers and network software including email and MS Office. Any cost of replacement of equipment, supplies and/or software is the sole responsibility of OPVP.

OnSat will also provide video services. Cost of travel will be paid by OPVP when pre-approved by OPVP in writing.

The OPVP would need to provide a desk and phone for the OnSat staff.

Five hours per month of video conferencing between the OPVP and the Washington Office will be included in the base service rate, additional hours at .26 cents per minute.

Services and Tasks

Security issues will be managed by OnSat. However, users cannot leave login information on their desks. Document access must be controlled.

Video connection with the Washington Office to be established. OPVP will have to select and budget for video equipment that can be as inexpensive as \$75 video cameras that connect to PCs or flat screen TVs and true teleconference equipment that allows many people in the same room to communicate with those at the other end of the connection.

OnSat will provide the technical staff to install and train the DC office on how to use the video system at the DC office. OPVP will pay the travel costs for OnSat staff as pre-approved by OPVP.

OnSat shall provide onsite warranty labor and services on all OPVP computer and network equipment that is serviceable by OnSat. Cost of parts and shipping shall be borne by OPVP.

OnSat shall be responsible for the back up the main OPVP server.

Ongoing technical PC and network support, wireless and satellite Internet connectivity for the OPVP including roving are all included in this SOW.

OnSat will provide consulting services for the OPVP and may, at OPVP's request represent the OPVP on any and all Broadband and other technical initiatives within the Nation, including its Divisions or elsewhere. This includes assistance with grants and funding issues.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish OnSat engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Allow OnSat to make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace, including desk and phone at OPVP.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: January 1, 2005

Term of Service:

January 1, 2005 to December 31, 2006.

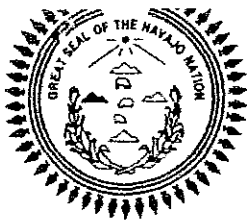
Costs:

The annual cost is \$36,000. The charge includes 50 hours of video conferencing with the DC office. Any additional time would be charged at .26 cents per minute.

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

End of Statement of Work



THE
NAVAJO
NATION

P.O. BOX 3150

WINDOW ROCK, ARIZONA 86515

(520) 871-6505

JOE SHIRLEY, JR.
President

December 21, 2005

FRANK DAYISH, JR.
Vice-President

Onsat Network Communication, Inc.
David Stevens, CEO
P.O. Box 981855
Park City, Utah 84098

Dear Mr. Stevens,

Enclosed is a signed copy of your "Modification Nine" Contract # C022052 with the Navajo Nation Office of the President and Vice – President.

The contract is approve for \$36,000.00 with effective date of January 1, 2005 through December 31, 2006. Therefore the above contract number must be referenced on all invoices and correspondence to this contract.

Should you have any question, please contact Patrick Sandoval, Chief of Staff at (928) 871 - 7002.

Sincerely,

Janice Haskie

Janice Haskie
Accounting Supervisor
Contract Administration/Purchasing

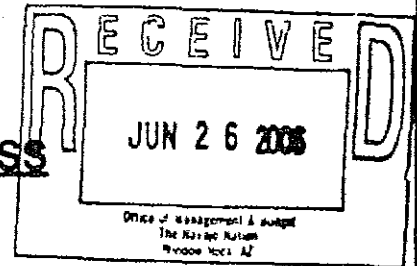
x.c. Contract Accounting Section
Office of the Controller
Contract Number C#022052

Mod #16 / 500 #13

The Navajo Nation
Window Rock, Arizona 86515

SECTION 164 REVIEW PROCESS

Nº 20171



Dept. Division of Community Development Name Arbin Mitchell Phone No. 928-871-6810

DOCUMENT:

MODIFICATION TO CONTRACT NO. C22052

"Master Agreement of Internet & Transmission Service for the Navajo Nation" To increase the contract budget for the period beginning July 1, 2005 and terminating June 30, 2010 and shall not exceed \$32,336,085.50.

108007-5640

REVIEWERS

1. Sponsor/Program	: <u>Arbin Mitchell</u>	Date: <u>6/27/06</u>
2. Division	: <u>Arbin Mitchell</u>	Date: <u>6/27/06</u>
3. Office of Management & Budget	: <u>D. Meswood Jr CS</u>	Date: <u>6/27/06</u>
4. Office of the Controller	: <u>Mark Grant</u>	Date: <u>7-7-2006</u>
5. Office of Attorney General	: <u>Wanda Babcock</u>	Date: <u>7-7-06</u>
6. Office of the President	: <u>[Signature]</u>	Date: <u>7-7-06</u>
7. Legislative Counsel	: <u>[Signature]</u>	Date: _____
8. Committee Chairperson	: _____	Date: _____

CONTRACTS/AGREEMENTS/GRANTS: RETURN ENTIRE DOCUMENTS TO O.M.B. FOR ADMINISTRATIVE IMPLEMENTATION.

Business Regulatory Dept., DED: Frank D. By Jr. Date: 7-7-06

COMMENTS:

FIRM NAME : OnSat
ADDRESS : P. O. Box 981855
Park City, Utah 84098
TELEPHONE NO.: (801) 466-1688

DIVISION OF ECONOMIC DEVELOPMENT
BUSINESS REGULATORY DEPARTMENT

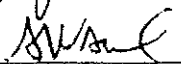
NAVAJO BUSINESS OPPORTUNITY CLEARANCE

- ____ I certify that the above named person or firm is certified Navajo or Other Indian Owned Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.
- X I certify that the above named person or firm is not certified as a Navajo or Other Indian Firm in accordance with the provisions of current Navajo Tribal Law for enforcement of Navajo Business Opportunity in Tribal Contracting.
- X No certified Navajo or Other Indian Firm available for contract performance.
- X Attached contract has been let out for bid in accordance with all Tribal Contract Laws - Navajo Business Opportunity Act (5 N.N.C §201 et seq.), Navajo Nation Procurement Code (12 N.N.C. §301 et seq.) and Title Two (2 N.N.C §223). (Invitation to Bid and Bid Results attached). See Comments Below.
- X This proposed contract is in compliance with applicable Navajo Business Opportunity Act (5 N.N.C §201 et seq.). See Comments Below.


Signature

Department Manager I
Title

7-7-06
Date

Reviewed by: A Wauneka 
Staff/Business Regulatory Department

Date: 07/07/06

COMMENTS (If Any): The Contract Letting Entity (Division of Community Development) has obtained the required signatures to process the selection of the vendor as a "Sole Source Procurement" See attached justification memo dated 06/27/06. Accordingly selection of selected vendor is in compliance with NBOA & NNPC as a sole source procurement (12 NNC §335) and is Ok to sign off on for adherence. AW



JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE PRESIDENT

THE NAVAJO NATION

DIVISION OF COMMUNITY DEVELOPMENT

POST OFFICE BOX 1904 WINDOW ROCK, AZ 86515
TEL: (928) 871-6810/6442 FAX: (928) 871-7090 WEBSITE: WWW.NNDCD.ORG

ARBIN MITCHELL
ACTING DIVISION DIRECTOR

STANLEY YAZZIE
DEPUTY DIRECTOR

To: Frank D. Nez Jr., Department Manager
Business Regulatory *7/7/06*

From: *Arbin Mitchell*
Arbin Mitchell, Executive Director
Division of Community Development

Date: June 27, 2006

Subject: Continuation of Contract #C22052 between On-Sat and the Navajo Nation

The Division of Community Development is seeking to continue the existing contract #C22052 titled "Master Agreement of Internet and Transmission Services for the Navajo Nation". The reason for this action is to continue the connectivity at most of the 110 Chapter Houses of the Navajo Nation. Also, the States of New Mexico, Arizona, and Utah have declared the Chapter Houses as a library entity for their respective communities. Therefore the Chapters are eligible for State and Federal funding to improve internet connectivity that includes: Telecommunications services, Internet access, internal connections, and basic maintenance of internal connections. OnSat is currently the only Telecommunication entity that can provide a total system to deliver the above mentioned services to the remotes areas of the Navajo Nation. Although there are claims that 30 plus Chapters can now receive DSL services, the available matching funds for E-rate funding are for the two-way satellite system at each of the Chapters.

This continuation includes a contract period extension from December 31, 2006 to June 30, 2010 and also an increase in the Contract amount to not exceed \$32,336,085.50. DCD feels that the continuation of this contract will support the Navajo Nation Chapters /Libraries until future technology initiatives can relieve and/or strengthen the connectivity at the Chapter houses/Libraries. Based on the above statement of actives, we are seeking a sole sources status on the continuation of this contract similar to the one received from our office on May 13, 2002,

OnSat has played a very important role in DCD's technology plan. The DCD technology plan was created to address the issue of sustaining the Local Governance Act and self-sustainability through six established objectives: Establish communication, initiate education, build local support, inventory resources, create local governance, and increase opportunities. These objectives depend upon each other, which makes the Satellite connectivity a critical element to DCD's overall goals and objectives.


If you have any questions concerning this matter please contract my office at 871-6810. Thank you for your time and understanding on this matter.

Cont-June 27, 2006

"Continuation of Contract #C22052 between On-Sat and the Navajo Nation"

CONCURRENCE:

Dana Bobroff, Principal Attorney
Office of the Attorney General
Department of Justice

 7-7-2006

Mark Grant, Controller
Office of the Controller
Division of Finance

xc: File/Chrono

ONSAT CONTRACT WITH DIVISION OF COMMUNITY DEVELOPMENT

SAS # 20171, CONTRACT MODIFICATION NUMBER 10

CONTRACT NUMBER C22052

CONTRACT MODIFICATION AMOUNT \$21,347,851.00

ISSUES AND CONCERNS

Pursuant to Navajo Nation Procurement Code, Sections 311, 312, 331, 332 (attached) and,

Per the Navajo Nation Procurement Rules & Regulations, Section XV Modifications and Change-Orders (attached), it states 'Contract modifications or change-orders costing more than twenty percent (20%) of the total cost of the original contract and inconsistent with the original scope of work shall require new competition, subject to the following:

- a. Modifications or change-orders costing more than \$50,000.00 shall adhere to the competition procedures in these Regulations for Goods or Services costing more than \$50,000.00.

Modification # 10 exceeds the 20% original contract amount of \$10,985,234.50 and has a scope of work that includes firewall services and video conferencing equipment and network. These two items are not consistent with the original scope of work...and Mr. Dave Stephens did state that the firewall services is not an eligible product or services fundable by E-rate funds.

All procurement that exceeds \$50,000.00 requires public advertising in newspapers of general circulation. There is no evidence that this was done.

All service contracts require a Request for Proposal (RFP) for potential bidders. There is no evidence of an RFP. The Description of Services Requested and Certification Form (Form 470) asks whether the applicant has a RFP that specifies the services being sought. This question is answered 'No' on the form. E-rate rules state that applicant must follow all applicable state and local procurement laws. Navajo Nation Procurement Rules & Regulations require an RFP for all procurement of services (see Form 470 with Posting Date 01/10/06, Section 25).

How is vendor selection justified? Again, E-Rate rules state 'applicant must construct an evaluation for consideration of bids received in response to the posting of the Form 470 that makes price the primary factor in the selection of a vendor.' This is consistent with the Navajo Nation's procurement rules. However, there is no documentation to evidence the vendor selection...and E-Rate rules state 'Applicant must save all documentation pertaining to the competitive bidding process and vendor selection for five years.

Applicant must certify and acknowledge on the Form 470 and the Services Ordered and Certification Form (Form 471) that they may be audited and that they must retain all records that can verify the accuracy of information provided.

Contract calls for match funding. This is also a requirement of the Technology Plan that the applicant must have budget resources. The match funding is not identified by account number or dollar amount in the contract itself. Why is contract for the match when match funds are not available? Not identified?

Why is Modification #10 back dated to July 1, 2005 and thus overlaps with Modification #3 which indicates contract term ends November 30, 2005?

E-rate is a supplemental award to refund (reimbursement) 90% of cost of allowable costs. What funds will be used up front totaling \$21 million so reimbursement can happen? Who is applying for E-rate funds? Modification # 10 says ONSAT is (Scope of Work, Page 6, Terms and Conditions).

In response to Form 470 application, two bids were received

World Communication Center, Inc. (WCC) \$8,111,780.00

ONSAT (dated 01/26/06, for E-rate Year 2006-2007) \$2,470,065.00

No where in Contract Modification # 10, Clarification and Itemization of Costs and Services, is this amount entered. What is indicated for Year 2006-2007 is \$4,590,936.00.

In Modification #10, Clarification and Itemization of Costs and Services, it states the estimated cost for Year 2005-2006 is \$8,752,000.00. What does this consists of?

E-Rate rules state 'Applicant must provide additional equipment (e.g., computers, telephones, etc.), software, and other elements that are necessary to utilize the connection. Schools and Libraries Program. Again, in the Clarification and Itemization of Costs and Services page of the contract, costs identified include firewall services, additional equipment and installation costs of \$33,300.00, \$1,922,621.00 and \$1,880,000.00 respectively.

Submitted by Isabelle Yazzie, Accounting Manager

CONTRACT MODIFICATION NUMBER TEN (10)	Contractor: OnSat	Contract Number: C22052 Contract Mod. Amt: \$ 21,347,851.00 Total Contract Amt: \$ 32,336,085.50 USLD & Non-discounted Matching Funds
--	--------------------------	--

DATE: January 15, 2006

Original Contract Date: November 30, 2001

PROJECT:

Master Agreement of Internet and Transmission Services for the Navajo Nation

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES

This Modification increases the CONTRACT BUDGET for the period beginning July 1, 2005 and TERMINATING June 30, 2010 and shall not exceed \$32,336,085.50

DURATION: This Contract and all Modifications shall terminate on June 30, 2010.

The TERMS & CONDITIONS set forth in the Master Contract shall govern the Statement of Work 013 REMAIN THE SAME.

FUNDING SOURCE: Non-Discounted Funds Source subject to availability and contingent upon funds from Universal Access Fund – Schools and Libraries Division.

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Navajo Nation	Total Including Grants
The original Contract Sum was:	\$1,762,473.50	\$10,952,234.50
Net Change by previously authorized Contract Modifications:	\$36,000.00	
The Contract Sum Prior to this Contract Modification was:	\$1,798,473.50	\$10,988,234.50
The Contract Sum will be Increased by this Modification \$10		\$21,347,851.00
The Contract Sum (Navajo Nation Non-Discounted Funds) will be increased by this Contract Modification in the Amount of:	\$2,134,785.10	
Less Funding from Universal Access Fund –SLD		\$19,213,065.90
The New Contract Sum including this Contract Modification will be:	\$3,933,258.60	\$32,336,085.50

Signatures

ONSAT

Signature: 

Name: David Stephens

Title: CEO

Date: 1/15/2006

THE NAVAJO NATION

Signature: 

Office of the President

Date: 7/1/2006

500 #14

STATEMENT OF WORK

NAVAJO NATION LIBRARY CONSORTIUM
Aka DINE' EDUCATION CONSORTIUM
Chapter Amendment to SOW 007 for Bandwidth, Basic Maintenance Services
And Internal Connections
Extension of SOW 007, Project 013

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title:	Ernest Franklin Erate Project Manager for Office of President and Vice President
E-Mail:	Ernest_Franklin@nndes.org
Installation Address:	Navajo Nation Chapter Library Consortium aka The Navajo Nation Dine' Education Library Consortium

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dave@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 kuen@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Mr. Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Objectives

OnSat will furnish the following to Customer at the attached Exhibit identifying Sites:

- Bandwidth and services necessary to connect and maintain Customer's existing BCB® system to OnSat's "Digital Equity Network®" that amends and replaces SOW 007 of the Master Agreement. This adjusts original level of service to include video conference service per quote.
- Satellite transmission services between OnSat and Sites;
- Caching and firewall services required for satellite efficiency;
- Filtered Internet access, digital video broadcast receive services.
- Satellite Bandwidth.
- Hub equipment services.
- Service, support and maintenance of the connection at hub and all Customer Identified Consortium Sites.
- Technical Support for the Satellite Connection and Video Conferencing.

Rights to Subcontract

OnSat Network Communications, Inc. was formed in 1998 to offer a variety of services to a broad customer base. More recently, OnSat Network Communications, Inc., has formed a subsidiary corporation, ONASI, Inc., which does business as OnSat Native American Services, to perform systems design and engineering services. OnSat Network Communications, Inc., will also be forming a subsidiary corporation to sustain the system and provide logistical support, and to provide an exit strategy for OnSat Network Communications, Inc., which will be called OnSat Navajo Services, Inc. OnSat Navajo Services, Inc. will be established with an Employee Stock Ownership Plan that will provide for employee majority ownership of the company by 2010.

As a term and condition of this contract and modification of the Master Contract, OnSat Network Communications, Inc., will be permitted to subcontract engineering services to ONASI, and support services to OnSat Navajo Services, Inc., at such time as that corporation comes into existence.

This project includes the following deliverables so that the Objectives will be met which may be subcontracted to ONASI, Inc., and/or OnSat Navajo Services, Inc.:

1. Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
2. Earth station frequency licensing (only for transmit sites).
3. Configuration of receiver.
4. Configuration of server.
5. Configuration of modulator for transmit sites.
6. Modification of OnSat hub to communicate with Customer site
7. Acceptance test to ensure operation.
8. Management of hub Facility
9. Monitor and control of all connections.
10. Maintenance, service and support of all satellite equipment at the Library Consortium Sites and Hub facility including all satellite equipment

Assignment of Contract

As such time as OnSat Navajo Services, Inc., is fully operational, and at such times as 25% of the shares in the corporation are owned by the employees, OnSat Network Communications, Inc., may assign this entire contract to OnSat Navajo Services, Inc. As an assignor, OnSat Network Communications, Inc., will remain a co-obligor with OnSat Navajo Services, Inc.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with Customer site.
- Acceptance test to ensure operation.
- Management of hub Facility.
- Monitor and control of all connections
- Maintenance, service and support of all satellite equipment at the Library Consortium Sites and Hub facility including all satellite equipment.

Customer's Responsibilities

Customer shall provide the following:

- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Project Manager shall be authorized by Customer to execute any electronic or other signature forms for the Universal Access Fund (SLD) to complete applications and obtain funding for this SOW.
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.

Project Schedule

Project Start Date: November 30, 2001.

Modification Start Date: July 1, 2006.

Annual Renewal Date: June 30.

Term of Service:

This Amendment shall serve to limit the Terms of the Master Agreement to June 30, 2010. The Master Agreement shall not renew after June 30, 2010 and shall terminate on July 1, 2010.

Costs: Clarification and Itemization of Costs and Services

TYPE OF FEES	DESCRIPTION	Monthly Cost Per Site	Estimated Quantity To Be Determined by Customer	Estimated Annual Cost Navajo Nation
Internet Services	Domain Registration	\$3.00		\$3,996.00
	Email Account Fee	\$22.00		\$29,304.00
	Firewall Services	\$25.00		\$33,300.00
	Web hosting	\$30.00		\$39,960.00
	Network Maintenance and Technical Support (Onsite same business day before 10 AM Notification)	\$125.00		\$165,500.00
	Video Conference Maintenance and Technical Support (Onsite same business day before 10 AM Notification) Equipment and Network	\$95.00		\$126,540.00
	Upgrade Connectivity to support Video Broadcast/Video Conference Services Includes 26+ Mhz Bandwidth, Authentication, Filtering, Private Routing, 256K/1.5Mb	\$950.00		\$1,265,400.00
	Satellite Service Shared	\$445.00		\$582,740.00
	Satellite Service Internet Installation	\$1,990.00		\$220,800.00
	Video Conference Installation	\$1,685.00		\$187,035.00
	Video Equipment per Quote Per Site	\$17,320.91		\$1,922,821.00
Estimated Cost Per Year Starting July 1 (per Attached schedule 1)				
Year 2005-2006				\$8,752,000.00
Year 2006-2007				\$4,690,936.00
Year 2007-2008				\$2,668,305.00
Year 2008-2009				\$2,668,305.00
Year 2009-2010				\$2,668,305.00
Total Expected Payments by Year from Universal Access Fund 80%				
Total Budget Increase				\$21,347,851.00

Terms and Conditions

THIS STATEMENT OF WORK IS CONTEGIENT UPON FUNDS RECEIVED BY ONSAT FROM THE UNIVERSAL ACCESS FUND - SCHOOLS AND LIBRARIES DIVISION. ADJUSTMENTS WILL BE AUTOMATICALLY MADE IF THE ERATE MATCH INCREASES OR DECREASES TO REFLECT THE ADJUSTED CREDIT.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052.

End of Statement of Work

Funding Year	Customer	Request Number	471	Billed Entry Name	Non-Discount Amount	Interest %	USAC Amt	STATUS	Period or Latest Status Date	Comments
July 2003-June 2004	233873	1000714	376568	NH Library Consortium	\$ 2,000,000.00	80	\$ 2,441,474.06	FUNDED	7/1/2004	BANDWIDTH
July 2004-June 2005	233873	1188489	427880	NH Library Consortium	\$ 3,300,000.00	80	\$ 2,538,888.88	FUNDED	8/28/2004	BANDWIDTH
July 2005-June 2006	233873	1307841	477250	NH Library Consortium	\$ 3,330,000.00	80	\$ 2,867,000.00	Certified - In Window	5/1/2006	BANDWIDTH
	19024614	1348488	488357	Dine Education	\$ 1,760,000.00	80	\$ 1,675,000.00	Certified - In Window	5/1/2006	BANDWIDTH
	19028699	1347488	483251	Norwich Union Head Start	\$ 3,870,000.00	80	\$ 3,304,800.00	Certified - In Window	5/1/2006	HS BANDWIDTH
July 2006-June 2007	233873	1484785	530478	NH Dine Ed Consortium	\$ 2,288,000.00	80	\$ 2,038,458.50	In Review	5/1/2006	BANDWIDTH
	1485605	530420		NH Dine Ed Consortium	\$ 108,000.00	80	\$ 85,804.00	In Review	5/1/2006	INTERNET ACCESS
	1486127	530903		NH Dine Ed Consortium	\$ 1,922,831.00	80	\$ 1,730,367.50	Certified In-Window	5/1/2006	INTERNET CONNECTIONS
	1486715									
	1486924	531281		NH Dine Ed Consortium	\$ 295,000.00	80	\$ 265,112.00	Certified In-Window	5/1/2006	BASIC MAINTENANCE OF
					\$ 4,800,800.00		\$ 4,341,683.28			INTERNET CONNECTIONS
July 2007-June 2008				NH Dine Ed Consortium	\$ 2,265,000.00	80	\$ 2,038,458.50	Not yet applied for		BANDWIDTH
				NH Dine Ed Consortium	\$ 108,000.00	80	\$ 85,804.00	Not yet applied for		INTERNET ACCESS
				NH Dine Ed Consortium	\$ 2,056,900.00	80	\$ 2,001,474.06	Not yet applied for		BASIC MAINTENANCE OF
July 2008-June 2009				NH Dine Ed Consortium	\$ 2,265,000.00	80	\$ 2,038,458.50	Not yet applied for		BANDWIDTH
				NH Dine Ed Consortium	\$ 108,000.00	80	\$ 85,804.00	Not yet applied for		INTERNET ACCESS
				NH Dine Ed Consortium	\$ 2,056,900.00	80	\$ 2,001,474.06	Not yet applied for		BASIC MAINTENANCE OF
July 2009-June 2010				NH Dine Ed Consortium	\$ 2,265,000.00	80	\$ 2,038,458.50	Not yet applied for		BANDWIDTH
				NH Dine Ed Consortium	\$ 108,000.00	80	\$ 85,804.00	Not yet applied for		INTERNET ACCESS
				NH Dine Ed Consortium	\$ 2,056,900.00	80	\$ 2,001,474.06	Not yet applied for		BASIC MAINTENANCE OF

History of Erate Discount Total Contact	
Funds for Services	Amount
Total through SAS 9	\$ 10,988,234.50
2005-2006 Services Max	\$ 8,752,000.00
2006-2007 Services Max	\$ 4,590,936.00
2007-2008 Services Max	\$ 2,668,305.00
2008-2009 Services Max	\$ 2,668,305.00
2009-2010 Services Max	\$ 2,668,305.00
Total New Services	\$ 21,347,851.00
Total For Contract	\$ 32,336,085.50

January 26, 2006

OnSat Proposal For Services for Erate Year 2006-2007

Telecom Services PER SITE	Monthly Charge	Quantity	Monthly Cost	Annual Cost
256k/1.5Mb Satellite Service Shared	\$ 445.00	111	\$ 49,395.00	\$ 592,740.00
Upgrade Connectivity to support Video Conference Services Includes 26+ Mhz Dedicated bandwidth to Libraries	\$ 950.00	111	\$ 105,450.00	\$ 1,265,400.00
Installation - Including Travel				
Satellite Service Internet Installation	\$ 1,990.00	111		\$ 220,890.00
Video Conference Installation	\$ 1,685.00	111		\$ 187,035.00
Total Costs				\$ 2,266,065.00



**THE
NAVAJO
NATION**

P. O. BOX 9000 • WINDOW ROCK, ARIZONA 86515 • (520) 871-6000

KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

June 11, 2002

David Stephens, CEO
OnSat Network Communications, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: Contract Award

Dear Mr. Stephens:

Enclosed is your signed copy of Professional Services Contract Agreement, Contract No. C22243 with the Navajo Nation Department of Head start Program, Division of Dine Education. The Contract amount is \$224,898.00 beginning June 01, 2002 through October 31, 2002. The remaining fiscal year allocations to October, 2005 will be provided by addendums to this contract.

The above contract number must be reference on all invoices and correspondence to this contract.

If you have any questions, please contact ~~Kiabah Begay, Director, Contract/Program Compliance Officer, Department of Head start~~ at (928) 871-6902.

Sincerely,

THE NAVAJO NATION

SONNY CLARK,
Acting Contracting Officer

Encl: Contracts ~~NA-C22243~~ Act. No (4-42500/4-42501/4-42502/4-42503/4-42504/4-42505/ 4400-8211)

Xc: Kiabah Begay, CPCO, Department of Head start
Dorothy Smith, Acctg. Manager, Contract Accounting Section
Chrono/File

RESOLUTION OF THE
NAVAJO NATION HEAD START POLICY COUNCIL

SUPPORTING AND APPROVING THE DEPARTMENT OF HEAD START'S
CONTRACT WITH ONSAT NETWORK COMMUNICATIONS INC. TO
IMPLEMENT A COMPUTER NETWORK SYSTEM TO ALL ADMINISTRATIVE
AND DIRECT HEAD START AND EARLY HEAD START SITES

WHEREAS:

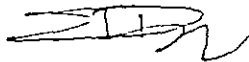
1. Pursuant to 45 CFR 1304.50, Program Governance and Appendix A; the Navajo Nation Head Start Policy Council is a duly elected and authorized entity of the Department of Head Start within the Navajo Nation Executive Branch; and
2. Pursuant to Resolution No. GSCAP-35-01, the Government Services Committee of the Navajo Nation Council approved the Plan of Operation for the Department of Head Start. The Department of Head Start is under the administration of the Division of Dine' Education; and
3. The Department of Head Start provides a learning environment for early childhood developmental experiences for children to bring about a greater degree of social competence through collaborative efforts with parents, communities, and local resources; and
4. The Department of Head Start has struggled for years to communicate effectively between all levels of the program even with telephone communications available to many, much time is used traveling to be able to share information; and
5. The Department of Head Start has a vision to cut through the limitations and by using technology implement a private wireless network that connects all Head Start and Early Head Start administrative and direct services sites; and
6. The Department of Head Start is cognizant that "computer literacy" is as critical to children as "literacy" was to their parents and grandparents; and
7. The Department of Head Start is attempting to comply with the Head Start Bureau's priority of technology as evident by the e-mail received from the American Indian/Alaska Native approving this purchase (Attachment A); and
8. The Department of Head Start recommends OnSat Network Communications Inc. as a sole source vendor having an existing and established network with the Navajo Nation Chapters from which we can "piggy back" and bring this plan to completion.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Navajo Nation Head Start Policy Council hereby supports and approves the Department of Head Start's contract with OrSat Network Communications, Inc. to implement a computer network system to all administrative and direct Head Start and Early Head Start sites; and
2. The Navajo Nation Head Start Policy Council further requests the support of the Navajo Nation Financial Services department to process this transaction in a timely manner.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Head Start Policy Council at a duly called meeting in Window Rock, Arizona, at which a quorum was present and that same was passed by a vote of 7 in favor, 0 opposed, and 3 abstained on this 2nd day of May 2002.


Ernest Harry Begay, President
Navajo Nation Head Start Policy Council

Motioned by: Caleb Rpanhorge

Seconded by: Yvonne ~~Atkins~~ Blackwater

OFFICE OF THE PRESIDENT and VICE-PRESIDENT

Division of Diné Education

Administration Office

THE NAVAJO NATION
WINDOW ROCK, ARIZONA 86515

ENCUMBERED

SIGNATURE APPROVAL SHEET

No 2864

TRUST

DEPT of HEAD START OFFICE: NAME: JKaibah Begay/leo morgan PHONE: 6902

EDUCATION COMMITTEE

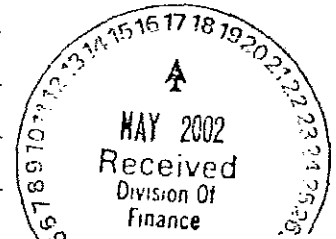
DOCUMENT: OnSat Network Communication, Inc. Agreement DATE:

OnSat Network Communication, Inc Agreement with Navajo Department of Head Start for Wireless Internet and Transmission Services via satellite.

5/30/02 CA/FCW V: 6-0-0

NOTE: Contract Subject to Availability of Funds.

The enclosed Statement of Work for the H/S phase is tied to the Master Contract # 30019 as amended between the NN+DCD for the Chapters. As such, this proposed SOW should be amended to said contract but funded thru the H/S program upon approval by the EC. If a separate contract is to be recommended by OCG or DAS then the Master contract 30019 should not be referenced.



SURNAME

Program/Sponsor: Date: 05/09/2002

Division of Diné Education: Date: 5/9/02

Office of The Controller: Date: 5/15/02

Office of The Attorney General: Date: 5/29/02

Office of The President: Date: 5/29/02

Legislative Council: Date: 5/30/02

Committee Chairperson/Speaker: Date: 5/14/02

Business Regulatory Dept. Date: 5/14/02

Signed: No. of Signatures:

Disposition: Initial:

PROFESSIONAL SERVICE CONTRACT

BETWEEN

OnSat Network Communication, Inc
and
Navajo Nation Department of Head Start

CONTRACT NO.: C22243

FOR THE PERIOD: BEGINNING : June 01, 2002
ENDING : May 31, 2005

PAYMENTS TO BE MADE FROM:

Phase I Account: 442500-442505, 44X500-44X505 - 4400/8210

Phase II Account: 442506-442510, 44X506-44X510 - 4400/8210

TOTAL PAYMENTS ON THIS CONTRACT NOT TO EXCEED: \$1,000,000.00

UNDER THE TERMS AND CONDITIONS OUTLINED IN:

Statement of Work

Phase I
Phase II

Budget

Phase I
Phase II

Consultant Credential, License and references


SIGNATURES OF CONTRACT

FOR THE CONTRACT/CONSULTANT:

FOR THE NAVAJO NATION:

 5-16-2002
SIGNATURE DATE

David Stephens, CEO
OnSat Network Communication, Inc
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

 6/6/02
SIGNATURE DATE

Kelsey A. Begay, President
The NAVAJO NATION
Post Office Box 3479
Window Rock, Arizona 86515-3479

Employer's Identification No.: 870618849

DEPARTMENT OF HEAD START
Cost Breakdown for Phase I
OnSat Contract
Prepared 05/22/2002

	8210	4400	TOTAL
442500 \$	35,983 \$	1,500 \$	37,483
442501 \$	35,983 \$	1,500 \$	37,483
442502 \$	35,983 \$	1,500 \$	37,483
442503 \$	35,983 \$	1,500 \$	37,483
442504 \$	35,983 \$	1,500 \$	37,483
442505 \$	35,983 \$	1,500 \$	37,483
TOTAL \$	215,898 \$	9,000 \$	224,898

6/11/02

[Handwritten signature]

FISCAL YEAR 2003

44X500 \$	- \$	9,000 \$	9,000
44X501 \$	- \$	9,000 \$	9,000
44X502 \$	- \$	9,000 \$	9,000
44X503 \$	- \$	9,000 \$	9,000
44X504 \$	- \$	9,000 \$	9,000
44X505 \$	- \$	9,000 \$	9,000
TOTAL \$	- \$	54,000 \$	54,000

FISCAL YEAR 2004

44X500 \$	- \$	9,000 \$	9,000
44X501 \$	- \$	9,000 \$	9,000
44X502 \$	- \$	9,000 \$	9,000
44X503 \$	- \$	9,000 \$	9,000
44X504 \$	- \$	9,000 \$	9,000
44X505 \$	- \$	9,000 \$	9,000
TOTAL \$	- \$	54,000 \$	54,000

FISCAL YEAR 2005

44X500 \$	- \$	9,000 \$	9,000
44X501 \$	- \$	9,000 \$	9,000
44X502 \$	- \$	9,000 \$	9,000
44X503 \$	- \$	9,000 \$	9,000
44X504 \$	- \$	9,000 \$	9,000
44X505 \$	- \$	9,000 \$	9,000
TOTAL \$	- \$	54,000 \$	54,000

GRAND TOTAL -- Phase 1 \$ 332,898



[Handwritten note:] This was the total for the Phase I contract.

HS / SOU # 2

STATEMENT OF WORK

NAVAJO NATIONS
PHASE ONE
Department of Head Start - 6 Regional Offices

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Kelly Morgan Systems Analyst III 928-871-7479 928-871-7866 kellymorgan90@hotmail.com
Installation Address:	Navajo Nation Project Head Start Regional Offices

OnSat Information

Manager: Voice: Fax: E-mail:	Robert Van Dumen 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each of 6 Regional Offices:

- BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®".
- Satellite transmission services between OnSat and each Regional Office;
- Caching services at each Regional Regional and OnSat site;
- Filtered Internet access, digital video broadcast and receive services including video conferencing between the Regional Offices.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.

- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: June 1, 2002

Service Start Date: Individual Regional Offices will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install and the service is enabled at each Regional Office.

Term of Service:

The first of the month following such Service Start Date at each Regional Office shall be the start of the Term of Service. The Term of Service shall be 4 (four) years from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Satellite Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast and 1MB QOS Dedicated	\$9,000 per month payable annually by Customer fiscal year.
Equipment Purchase and Installation	BCb® Digital Equity Network digital IP satellite system per attached Quote #200202015	\$215,892.48
Studio -On Demand Learning Broadcast Services - Additional		\$167.00 per hour
Totals (U.S. currency)		\$323,892.48
Due upon acceptance of Statement of Work		\$215,892.48
Services are Due at Service Start Date through the end of the Customer's Fiscal Year - Estimated to start May 1 thru August 31, 2002 then annually thereafter.		\$36,000.00

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT

Signature: [Signature]

Name: DAVID STEPHENS

Title: CEO/PRESIDENT

Date: 5-30-2002

CUSTOMER

Signature: [Signature]

Name: Kelsey A. Begay, President

Title: THE NAVAJO NATION

Date: _____

End of Statement of Work

Statement of Work
Contract Number 30019
Project Number 002

Statement of Work Submission Process

Please print out two copies of the Statement of Work, sign and send it along with the payment to the following address:

Contract Administration
OnSat, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109
801-466-1688

E-mail address: dsmith@onsatnet.com

In order to expedite processing, fax or email a copy of the entire signed Statement of Work and purchase order to Contract Management at 801-466-5998. To avoid delays, be sure to fax all pages of the Statement of Work.

If you have any questions regarding the content of the Statement of Work, please contact the manager or sales person working with you or Contract Management.

NAVAJO NATION DEPARTMENT OF HEAD START
LIST OF PHYSICAL ADDRESSES

CENTRAL ADMINISTRATION

Department of Head Start
Education Center – Morgan Boulevard
Window Rock, Arizona 86515
Telephone: (928) 871-6902
Fax: (928) 871-7866

CROWNPOINT AGENCY

Department of Head Start
Trading Post Drive
¼ miles west of Chapter House
Crownpoint, New Mexico 87313
Telephone: (505) 786-2341
Fax: (505) 786-5502

CHINLE AGENCY

Navajo Route 7
Chinle Chapter Compound
Department of Head Start
Chinle, Arizona 86503
Telephone: (928) 674-2141
Fax: (928) 674-2147

FORT DEFIANCE AGENCY

Department of Head Start
Route 12 – Kit Carson Road
Ft. Defiance, Arizona 86504
Telephone: (928) 729-4016
Fax: (928) 729-4317

SHIPROCK AGENCY

Department of Head Start
Highway 666; South Tachiinii Boulevard
Shiprock, New Mexico 87420
Telephone: (505) 368-1200
Fax: (505) 368-1217

WESTERN NAVAJO AGENCY

Department of Head Start
Highway 160 & 264 Main Street
Tuba City, Arizona 86045
Telephone: (928) 283-3222/3223
Fax: (928) 283-3238

STATEMENT OF WORK

NAVAJO NATIONS
PHASE TWO
Department of Head Start

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager:	Kelly Morgan
Title:	System Analyst III
Voice:	928-871-7479
Fax:	928-871-7866
E-Mail:	kellymorgan90@hotmail.com
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager:	Robert Van Dumen
Voice:	801-466-1688
Fax:	801-466-5998
E-mail:	rvandrunen@onsatnet.com
Lead Engineer:	Kuen Damiano
Voice:	801-466-1688
Fax:	801-466-5998
E-Mail:	q@onsatnet.com
Contract Manager:	Ms. Terry Ewing
Voice:	801-466-1688
Fax:	801-466-5998
E-Mail:	tewing@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of Interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each Head Start Site:

- BCB@ system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network@".
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start Site;
- Caching services at each Chapter House and OnSat site;
- *Filtered Internet access, digital video broadcast and receive services at the Head Start Sites.*

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.

- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.
- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.

Customer's Responsibilities

Customer shall provide the following:

- On-site survey with highly focused personnel, a utilities "Blue Stake" utilities survey of the antenna site. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Provide contact names, telephone numbers and email addresses for each location.
- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: May 1, 2002

Service Start Date: Individual Head Start Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Term of Service:

The first of the month following such Service Start Date at each Head Start Site shall be the start of the Term of Service. The Term of Service shall be 4 (four) years from the Service Start Date of each Customer Site.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$360 per year per site payable annually.
Equipment & Installation	Installation of equipment and antennas necessary to connect each Head Start Site to the local line-of-site Chapter House. Installation of equipment to install each relay station where line of site between Chapter House and Head Start Site is not available. Includes solar power. Installation of 802.11b Roving® Technology 802.11b Wireless Cards	\$1,500.00 per site \$4,850 per relay site \$250.00 each \$100 each
	Due upon acceptance of Statement of Work	
	Services are Due at Service Start Date through the end of the Customer's Fiscal Year	

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT

Signature: David Stephens

Name: DAVID STEPHENS

Title: CEO/PRESIDENT

Date: 5-30-2002

CUSTOMER

Signature: Kelsey A. Begay

Name: Kelsey A. Begay, President

Title: THE NAVAJO NATION

Date: _____

End of Statement of Work

Statement of Work
Contract Number 30019
Project Number 003

Statement of Work Submission Process

Please print out two copies of the Statement of Work, sign and send it along with the deposit to the following address:

Contract Administration
OnSat, Inc.
2749 E. Parley's Way, Suite 320
Salt Lake City, Utah 84109
801-466-1688

E-mail address: dsmith@onsatnet.com

In order to expedite processing, fax or email a copy of the entire signed Statement of Work and purchase order to Contract Management at 801-466-5998. To avoid delays, be sure to fax all pages of the Statement of Work.

If you have any questions regarding the content of the Statement of Work, please contact the manager or sales person working with you or Contract Management.

Department of Head Start
Service Area Offices, Centers, & Home Bases
FY 2002-2003

PHASE II

Service Area
Offices = 29

Centers = 205x
36,804

Home Bases = 58

29 Offices, 205x
36,804

CHINLE

- 1 SA I Chinle
- 2 SA II Chinle
- 3 SA III Chinle
- 4 SA IV Chinle
- 5 SA V Chinle
- 6 SA VI Chinle

6

- 1 Blue Gap I
- 2 Blue Gap II
- 3 Chakchibetu
- 4 Chinle I - A
- 5 Chinle I - B
- 6 Chinle I - C
- 7 Chinle I - D
- 8 Chinle II
- 9 Chinle Valley
- 10 Cottonwood
- 11 Del Mundo I
- 12 Del Mundo II
- 13 Dinehshon
- 14 Dinehshon II
- 15 Forest Lake
- 16 Hogback
- 17 Hogback II
- 18 Low Mountain I
- 19 Low Mountain II
- 20 Luchichuk
- 21 Luchichuk II
- 22 Many Farms I
- 23 Many Farms II
- 24 Many Farms III
- 25 Nazini
- 26 Pinon I
- 27 Pinon II
- 28 Rock Point
- 29 Round Rock I
- 30 Round Rock II
- 31 Tsale (DC)
- 32 Tsale
- 33 Whippoorwill

34

Portable

- 1 Black Mesa Home Base
- 2 Chinle Home Base I
- 3 Chinle Home Base II
- 4 Chinle Valley Home Base
- 5 Many Farms Home Base
- 6 Nazini Home Base
- 7 Pinon I Home Base
- 8 Pinon II Home Base
- 9 Pinon III Home Base
- 10 Rough Rock Home Base I
- 11 Rough Rock Home Base II
- 12 Spider Rock Home Base
- 13 Tsale I Home Base
- 14 Tsale II Home Base
- 15 Tsentsen Home Base
- 16 Wheatfields I Home Base
- 17 Wheatfields II Home Base
- 18 Whippoorwill Home Base
- 19 Blue Gap Home Base
- 20 Cottonwood Home Base

CROWNPOINT

- 1 SA I Crownpoint
- 2 SA II Crownpoint
- 3 SA III Crownpoint
- 4 SA IV Crownpoint
- 5 SA V Crownpoint
- 6 SA VI Crownpoint

6

- 1 Adahshon
- 2 Baca I
- 3 Baca II
- 4 Becenti
- 5 Breadsprings
- 6 Canoncito I
- 7 Canoncito II
- 8 Casamero Lake
- 9 Chichilash
- 10 Churchrock I
- 11 Churchrock II
- 12 Coyote Canyon
- 13 Crownpoint I
- 14 Crownpoint II
- 15 Crownpoint III
- 16 Dalton Pass
- 17 Haystack
- 18 Indian Village
- 19 Isanti
- 20 Jonas Ranch
- 21 Lake Valley
- 22 Little Water
- 23 Mescal Lake
- 24 Ojo Encino
- 25 Para
- 26 Pinedale I
- 27 Pinedale II
- 28 Pueblo Pintado
- 29 Red Rock I
- 30 Red Rock II
- 31 Red Rock III
- 32 Renobach
- 33 Rincon Marquis
- 34 Smith Lake
- 35 Standing Rock
- 36 Thorau
- 37 Torreon I
- 38 Torreon II
- 39 Torreon III
- 40 Twin Buttes
- 41 Whitehorse Lake

41

Portable

- 1 Crownpoint EHS Home Base
- 1 Baca Home Base
- 2 Churchrock Home Base
- 3 Ojo Encino Home Base

FT. DEFANCE AGENCY

- 1 SA I Ft. Defance
- 2 SA II Ft. Defance
- 3 SA III Ft. Defance
- 4 SA IV Ft. Defance
- 5 SA V Ft. Defance
- 6 SA VI Ft. Defance

6

- 1 Cornfields
- 2 Crystal
- 3 Dilcon I
- 4 Dilcon II
- 5 East Mill
- 6 Ft. Defance I
- 7 Ft. Defance II
- 8 Ganado I
- 9 Ganado II
- 10 Ganado III
- 11 Greasewood
- 12 Hock
- 13 Indian Wells
- 14 Jocko II
- 15 Jocko III
- 16 Kitching
- 17 Kitching I
- 18 Kitching II
- 19 Lupton
- 20 Manzanita
- 21 Mexican Springs
- 22 Oak Springs
- 23 Red Lake
- 24 Red Springs I
- 25 Red Springs II
- 26 Red I
- 27 Red II
- 28 Sawmill
- 29 St. Michaels I
- 30 St. Michaels II
- 31 Steamboat I
- 32 Steamboat II
- 33 Teesto
- 34 Tonatchi I
- 35 Tonatchi II
- 36 Tsayalsh
- 37 Twin Lakes I
- 38 Twin Lakes II
- 39 Twin Lakes III
- 40 White Crane
- 41 Wide Ruins

43

Portable

- 1 Fort Defance EHS Home Base
- 1 Dilcon Home Base
- 2 Ganado I Home Base
- 3 Ganado II Home Base
- 4 Kinichew Home Base
- 5 Navajo Home Base I
- 6 Fort Defance Home Base

SHIPROCK AGENCY

- 1 SA I Shiprock
- 2 SA II Shiprock
- 3 SA III Shiprock
- 4 SA IV Shiprock
- 5 SA V Shiprock
- 6 SA VI Shiprock

5

- 1 Aneth
- 2 Carson
- 3 Counselor I
- 4 Counselor II
- 5 Cove I
- 6 Cove II
- 7 Cude
- 8 Hogback I
- 9 Hogback II
- 10 Mexican Water
- 11 Nageezi I
- 12 Nageezi II
- 13 Nageezi III
- 14 Nageezi IV
- 15 Nageezi V
- 16 Nageezi VI
- 17 Nageezi VII
- 18 Nageezi VIII
- 19 Nageezi IX
- 20 Nageezi X
- 21 Nageezi XI
- 22 Nageezi XII
- 23 Nageezi XIII
- 24 Nageezi XIV
- 25 Nageezi XV
- 26 Nageezi XVI
- 27 Nageezi XVII
- 28 Nageezi XVIII
- 29 Nageezi XIX
- 30 Nageezi XX
- 31 Nageezi XXI
- 32 Nageezi XXII
- 33 Nageezi XXIII
- 34 Nageezi XXIV
- 35 Nageezi XXV
- 36 Nageezi XXVI
- 37 Nageezi XXVII
- 38 Nageezi XXVIII
- 39 Nageezi XXIX
- 40 Nageezi XXX

28

Portable

- 1 Shiprock EHS Home Base
- 1 Naschiti Home Base
- 2 San Juan Home Base
- 3 Sheepsprings Home Base
- 4 Shiprock Home Base I
- 5 Shiprock Home Base II
- 6 Shiprock Home Base III
- 7 Shiprock Home Base IV
- 8 Shiprock Home Base V
- 9 Shiprock Home Base VI
- 10 Shiprock Home Base VII

TUBA CITY

- 1 SA I Tuba City
- 2 SA II Tuba City
- 3 SA III Tuba City
- 4 SA IV Tuba City
- 5 SA V Tuba City
- 6 SA VI Tuba City

6

- 1 Cameron
- 2 Cow Springs
- 3 Inscription House I
- 4 Inscription House II
- 5 Kibeto
- 6 Kayenta I
- 7 Kayenta II
- 8 Kayenta III
- 9 Kayenta IV
- 10 Kayenta V
- 11 Kayenta VI
- 12 Kayenta VII
- 13 Kayenta VIII
- 14 Kayenta IX
- 15 Kayenta X
- 16 Kayenta XI
- 17 Kayenta XII
- 18 Kayenta XIII
- 19 Kayenta XIV
- 20 Kayenta XV
- 21 Kayenta XVI
- 22 Kayenta XVII
- 23 Kayenta XVIII
- 24 Kayenta XIX
- 25 Kayenta XX
- 26 Kayenta XXI
- 27 Kayenta XXII
- 28 Kayenta XXIII
- 29 Kayenta XXIV
- 30 Kayenta XXV
- 31 Kayenta XXVI
- 32 Kayenta XXVII
- 33 Kayenta XXVIII
- 34 Kayenta XXIX
- 35 Kayenta XXX

29

Portable

- 1 Birdsprings Home Base
- 2 Birdsprings Home Base
- 3 Black Mesa Home Base
- 4 Cameron Home Base
- 5 Cow Springs Home Base
- 6 Gap I Home Base
- 7 Gap II Home Base
- 8 Kibeto I Home Base
- 9 Kibeto II Home Base
- 10 Kibeto III Home Base
- 11 Kayenta I Home Base
- 12 Kayenta II Home Base
- 13 Kayenta III Home Base
- 14 Kayenta IV Home Base
- 15 Kayenta V Home Base
- 16 Kayenta VI Home Base
- 17 Kayenta VII Home Base
- 18 Kayenta VIII Home Base
- 19 Kayenta IX Home Base
- 20 Kayenta X Home Base
- 21 Kayenta XI Home Base
- 22 Kayenta XII Home Base
- 23 Kayenta XIII Home Base
- 24 Kayenta XIV Home Base
- 25 Kayenta XV Home Base
- 26 Kayenta XVI Home Base
- 27 Kayenta XVII Home Base
- 28 Kayenta XVIII Home Base
- 29 Kayenta XIX Home Base
- 30 Kayenta XX Home Base
- 31 Kayenta XXI Home Base
- 32 Kayenta XXII Home Base
- 33 Kayenta XXIII Home Base
- 34 Kayenta XXIV Home Base
- 35 Kayenta XXV Home Base
- 36 Kayenta XXVI Home Base
- 37 Kayenta XXVII Home Base
- 38 Kayenta XXVIII Home Base
- 39 Kayenta XXIX Home Base
- 40 Kayenta XXX Home Base

H3/ Sec #14

Statement of Work
Contract Number SC22052
Project Number 014

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	J. Kaibah Begay
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Farrell Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004. The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1200 per year per site payable annually.
Network Infrastructure	Network Infrastructure management	\$180 per year per site payable annually.
Training	Computer support and software training services	\$180 per year per site payable annually.
		204 sites
Due upon acceptance of Statement of Work		11 Months less credit already paid
Services are Due at Service Start Date through the end of the Customer's Fiscal Year		\$318,240.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.

HS Means 4/

1-B-4.1



THE NAVAJO NATION

P. O. BOX 9000 • WINDOW ROCK, ARIZONA 86515 • (520) 871-6000

KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

July 2, 2002

Mr. David Stephens, CEO
OnSat Network Communications, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: Professional Services Contract No. C22243

Dear Mr. Stephens:

Enclosed is Addendum No. One (1) to Contract No. C22243 with the Navajo Nation Department of Head Start Program, Division of Dine Education. As noted in the initial award letter, the funding of phases or activities would be subject to funding availability and provided via "addendums" to the contract. This is to notify OnSat that the contract of amount of \$224,898.00 is increased by \$314,060.00 to a new total of \$538,958.00. All other terms and conditions remain the same.

If you should have any questions, please contact Ms. J. Kaibah Begay, Director, Department of Head Start, DODE, at (928) 871-6902.

Sincerely,

THE NAVAJO NATION

S. Neswood

/s/ Sonny Clark, Acting Contracting Officer
Office of Contracts and Grants

xc: Dorothy Smith, Manager, Contract Accounting Section, OOC

File/Chrono



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

KELSEY A. BEGAYE
PRESIDENT

TAYLOR McKENZIE, M.D.
VICE PRESIDENT

MEMORANDUM

To : Ms. Gloria Neswood, Contract Analyst
OFFICE OF CONTRACTS AND GRANTS

From : 6311
Mr. Tom Platero, Deputy Director
DEPARTMENT OF HEAD START

Date : July 2, 2002

Subject : Navajo Nation Contract #C22243

The Department of Head Start respectfully requests your assistance in issuing addendum #1 to subject contract with OnSat Network Communications, Inc.

This amendment will allow Head to proceed with Phase II of the contract. We have identified budget savings within our existing budgets to cover this cost. The issuance of addendum #1 will help the Department of Head Start work towards meeting the goal of having internet service for all Head Start programs by the start of School year 2002/2003

Thank you for your guidance and support in help us expedite this transaction.

COPIES:

J. Katbah Begay, Department Director, Department of Head Start
Leo Morgan, Contracts/Compliance Officer, Department of Head Start
David Stephens, CEO, OnSat Network Communications, Inc.



NAVAJO NATION DEPARTMENT OF HEAD START
and
ONSAT NETWORK COMMUNICATION, INC.

CONTRACT NUMBER: C22243 ADDENDUM NUMBER: ONE (1)

ACCOUNT NUMBERS:	442506-4400	\$72,580.00
	442507-4400	\$59,200.00
	442508-4400	\$86,460.00
	442509-4400	\$49,500.00
	442510-4400	\$46,320.00

The purpose of Addendum Number One (1) is to:

1. Partially add in Phase II of Contract Number C22131 based on funds availability. Please refer to attachment titled, "Department of Head Start, OnSat Project - Phase II".
2. Increase authorization from \$224,898.00 to \$538,958.00
3. All other terms and conditions will remain the same.



THE NAVAJO NATION

KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

Dear Mr. McKenzie:

Mr. Taylor McKenzie, M.D.
The Navajo Nation
1540 East Larimer Way, Suite 200
Salt Lake City, Utah 84103

Medical Professional Services Contract No. 22241

Dear Mr. McKenzie:

Enclosed is Addendum No. Two (2) to Contract No. 22241 with the Navajo Nation Department of Health. This addendum increases the fee for the contract from \$1,500,000.00 to \$1,750,000.00. The contract number remains the same. The contract is for a period of one year, from January 1, 2000 to December 31, 2000. The contract is for the provision of medical professional services to the Navajo Nation.

I should like to thank you for your cooperation and assistance in the execution of this contract. Please contact me if you have any questions or concerns.

Sincerely,

KELSEY A. BEGAYE

HS Adams 42



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

KELSEY A. BEGAYE
PRESIDENT

TAYLOR MCKENZIE, M.D.
VICE PRESIDENT

MEMORANDUM

To : Ms. Gloria Naswood, Contract Analyst
OFFICE OF CONTRACTS AND GRANTS

From : *[Signature]*
Mr. Tom Platero, Deputy Director
DEPARTMENT OF HEAD START

Date : September 9, 2002

Subject : Navajo Nation Contract #C22243

The Department of Head Start respectfully requests your assistance in issuing addendum #2 to subject contract with OnSat Network Communications, Inc.

This amendment will allow Head Start to fulfill its obligations for Phase I of the contract and to add additional sites for Phase II. We have identified budget savings within our existing budget to cover these costs. The issuance of addendum #2 will help the Department of Head Start work towards its goal of having internet service for all Head Start programs.

Thank you for your support in helping us expedite this transaction.

APPROVAL:

[Signature]

Mrs. J. Kaibah Begay, Department Director
DEPARTMENT OF HEAD START

COPIES:

Leo Morgan, Contracts/Compliance Officer, Department of Head Start
Kelly Morgan, Systems Analyst, Department of Head Start
Dave Stephens, CEO, OnSat Network Communications Inc.



NAVAJO NATION DEPARTMENT OF HEAD START
and
ONSAT NETWORK COMMUNICATIONS, INC.

CONTRACT NUMBER: C22243

ADDENDUM NUMBER: TWO (2)

ACCOUNT NUMBERS:	442500-4400	\$3,000.00
	442501-4400	\$3,000.00
	442502-4400	\$3,000.00
	442503-4400	\$3,000.00
	442504-4400	\$3,000.00
	442505-4400	\$3,000.00
	442506-4400	\$4,080.00 (2 Sites)
	442507-4400	\$12,240.00 (6 Sites)
	442508-4400	\$4,080.00 (2 Sites)
	442509-4400	\$4,080.00 (2 Sites)
	442510-4400	\$4,080.00 (2 Sites)
	TOTAL	\$46,560.00

The purpose of Addendum Number Two (2) is to:

1. Pay for internet connectivity for five (5) agency offices and Central Administration for the months of September and October 2002. ($\$1,500.00/\text{month} \times 2 \text{ months} \times 6 \text{ sites} = \$18,000.00$)
2. Add in fourteen (14) additional sites for Phase II (Wireless sites - $\$1,500.00$, Roving Installation -- $\$250.00$, Wireless cards - 2 Each $\times \$100.00 = \200.00 , and Connectivity -- $\$90$; TOTAL $\$2,040$ per site for Complete Installation). ($\$2,040.00/\text{site} \times 14 \text{ sites} = \$28,560.00$)
3. Increase authorization from $\$538,958.00$ to $\$585,518.00$. Total change/increase is $\$46,560.00$.
4. All other terms and conditions will remain the same.

HS Aaa-a # 3



THE NAVAJO NATION

P.O. BOX 9000 • WINDOW ROCK, AZ 86515 • (928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE-PRESIDENT

June 6, 2003

Mr. David Stephens, CEO
OnSat Network Communications, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: Addendum No. Three (3), C22243

Dear Mr. Stephens,

Enclosed is Addendum No. Three (3) to Contract No. C22243, with the Navajo Nation Department of Head Start Program, Division of Dine' Education. As noted in the initial award letter, the funding of phases or activities would be subject to funding availability and provided via "addendums" to the contract.

This correspondence is to notify OnSat Network Communications, Inc. that the contract amount of \$585,518 is being increased by \$116,400 for a new total of \$701,918. The purpose of this addendum is to add twenty-four (24) stations for remote Head Start sites. All other terms and conditions remain the same.

Should you have any questions, please contact Ms. J. Kaibah Begay, Director, Department of Head Start, at (928) 871-6998.

Sincerely,

THE NAVAJO NATION

C Shortey
Cordell Shortey, Contracting Officer
Contracts and Grants / OMB Section

CS/ml

Encl.: Contract No. C22243

XC: J. Kaibah Begay, Director, Department of Head Start, DODE
Tom Platero, Assistant Department Manager, Department of Head Start, DODE
Dorothy Smith, Contract Accounting Manager, Office of the Controller
Chrono/File



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE PRESIDENT

MEMORANDUM

TO : Ms. Maxine Lynch, Senior Contract Analyst
OFFICE OF MANAGEMENT AND BUDGET

FROM : L. J. Platero
Mr. Tom Platero, Assistant Department Manager
DEPARTMENT OF HEAD START

DATE : June 4, 2003


SUBJECT : Navajo Nation Contract #C22243 - Addendum #3

The Department of Head Start respectfully requests your assistance in issuing addendum #3 to subject contract with OnSat Network Communications, Inc.

This amendment will allow Head Start to have twenty-four additional relay stations installed. We have identified funds within our existing budgets to cover these costs. The issuance of addendum #3 will help the Department of Head Start work towards its goal of internet services for remote Head Start sites. Please note that this addendum supersedes the previous request for addendum #3 from October 2002. There was never any action taken on that request after it stalled at Contract Accounting.

Thank you for your continued support. If you have any questions, please contact me at extension 6998.

APPROVAL:


Mrs. Jenny Rodger (A) Executive Director
DIVISION OF DINE' EDUCATION



NAVAJO NATION DEPARTMENT OF HEAD START

and

ONSAT NETWORK COMMUNICATIONS, INC.

CONTRACT NUMBER : 

ADDENDUM NUMBER : Three (3)

ACCOUNT NUMBERS	:	443506-4400	\$33,950.00
		443507-4400	\$29,100.00
		443508-4400	\$14,550.00
		443509-4400	\$19,400.00
		443510-4400	\$19,400.00
		TOTAL	\$116,400.00

The purpose of Addendum Number Three is to:

1. Add twenty-four (24) relay stations for remote Head Start sites.
2. Increase authorization of contract by \$116,400.00 from \$585,518.00 to \$701,918.00.
3. All other terms and conditions will remain the same.



THE NAVAJO NATION

P.O. BOX 9000

• WINDOW ROCK, AZ 86515 •

(928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE-PRESIDENT

June 18, 2003

Mr. David Stephens, CEO
OnSat Network Communications, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

RE: Addendum No. Four (4), C22243

Dear Mr. Stephens,

Enclosed is Addendum No. Four (4) to Contract No. C22243, with the Navajo Nation Department of Head Start Program, Division of Dine' Education. As noted in the initial award letter, the funding of phases or activities would be subject to funding availability and provided via "addendums" to the contract.

This correspondence is to notify OnSat Network Communications, Inc. that the contract amount of \$701,918. is being increased by \$48,898.20 for a new total of \$750,816.20. The purpose of this addendum is to purchase Webcast and Video Conference Equipment for remote Head Start sites. All other terms and conditions remain the same.

Should you have any questions, please contact Ms. J. Kaibah Begay, Director, Department of Head Start, at (928) 871-6998.

Sincerely,

THE NAVAJO NATION

A handwritten signature in cursive script, appearing to read "C Shortey".

Cordell Shortey, Contracting Officer
Contracts and Grants / OMB Section

CS/ml

Encl.: Contract No. C22243

XC: J. Kaibah Begay, Director, Department of Head Start, DODE
Tom Platero, Assistant Department Manager, Department of Head Start, DODE
Leo Morgan, Contract Analyst, Department of Head Start, DODE
Dorothy Smith, Contract Accounting Manager, Office of the Controller
Chrono/File



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
PRESIDENT

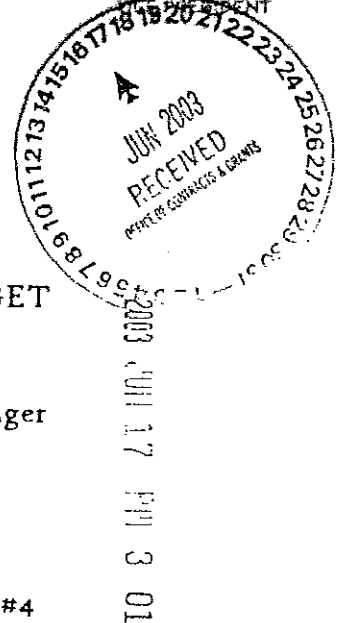
MEMORANDUM

To : Ms. Maxine Lynch, Senior Contract Analyst
OFFICE OF MANAGEMENT AND BUDGET

From : [Signature]
Mr. Tom Platero, Assistant Department Manager
DEPARTMENT OF HEAD START

Date : June 17, 2003

Subject : Navajo Nation Contract #c22243 - Addendum #4



The Department of Head Start respectfully requests your assistance in issuing addendum#4 to subject contract with OnSat Network Communications, Inc.

This amendment will allow Head Start to have purchase requisition #601983 processed. Originally, we had initiated this purchase through Contract Accounting. They have recommended that, since this purchase is part of the overall communications network to be established with Contract #C22243, the purchase should be made against subject contract.

Thank you for your continued support. If you have any questions, please contact me at extension 6998.

APPROVAL:

[Signature]
Mrs. J. Kaibah Begay
Department Manager III
DEPARTMENT OF HEAD START

[Signature]
Mrs. Jenny Rodgers
(A) Executive Director
DIVISION OF EDUCATION



NAVAJO NATION DEPARTMENT OF HEAD START

and

ONSAT NETWORK COMMUNICATIONS, INC.

CONTRACT NUMBER	:	c22243
ADDENDUM NUMBER	:	Four (4)
ACCOUNT NUMBERS	:	443500-8212 \$18,898.20
		443503-8212 \$10,000.00
		443504-8212 \$10,000.00
		443505-8212 \$10,000.00
		TOTAL \$48,898.20

The purpose of Addendum Number Four is to:

1. Process purchase requisition #601983 (see attachment)
2. Increase authorization by \$48,898.20 from \$701,918.00 to \$750,816.20.
3. All other terms and conditions will remain the same.



THE NAVAJO NATION

PURCHASE REQUISITION

No 598942

RDP CONVERSION

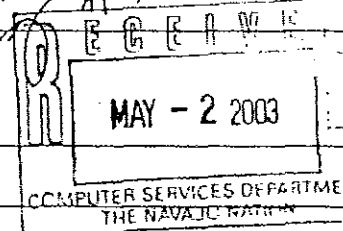
ORDERING DEPT. Dept of Head Start	DEPT. # 701	SHIP TO: N/A	BILL TO: Dept of Head Start PO Box 3439 Window Rock, AZ 86515	DATE OR REQ. 04-30-03	DATE REQUIRED 04-30-03
TELEPHONE 871-6902	FAX 871-7866			ACCOUNT NO. SEE ACCT NUMBERS BELOW	SUB-ACCOUNT
PURPOSE OR USE Computer Equipment					

CONTACT PERSON: Kelly Morgan

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
001.	001	EA	IP Video and Voice Conferencing Server FVC-CME	26,286.00	26,286 00
002	001	EA	1 Year Support SUPPORT	2,629.00	2,629 00
003.	001	EA	1 Year Software Upgrade Plan	3,154.00	3,154 00
004.	001	EA	Cabling, misc. connectivity CUSTOM	207.20	207 20
005.	001	EA	Media Streaming Server MS245	9,274.00	9,274 00
006.	002	EA	Smart-UPS 700RM SU700RM	550.00	1,100 00
007.	001	ea.	Power Strip Recepticles Pwr	12.00	12 00
007.	006	EA	In-Plant Integration	120.00	720 00
008.	002	EA	Documentation	120.00	240 00
009.	007	EA	SYstems Supervisor	120.00	840 00
010.	002	EA	Installation (usual and reasonable)	700.00	1,400 00
011.	005	EA	Installation Shipping, Travel & Expenses	600.00	3,000 00
			4-43500-8212 - \$18,898.20 ✓		
			4-43503-8212 - \$10,000.00 ✓		
			4-43504-8212 - \$10,000.00 ✓		
			4-43505-8212 - \$10,000.00 ✓		

SUGGESTED VENDORS:

- On-Sat Network Communications
2749 E. Parley's Way Suite 320
Salt Lake City, UT 84109
(801) 466-1688
-
-



TOTAL 48,898 20 00

FUNDS AVAILABLE DATE

COMMUNICATION & UTILITIES DEPT.

COMPUTER SERVICES DEPT.

PROPERTY MANAGEMENT

RECORDS MANAGEMENT

ORDERED BY <i>Charles Kelly Morgan</i>	APPROVED BY: DEPT. DIVISION <i>Kelly Morgan</i>
---	--

TO BE COMPLETED BY PURCHASING SERVICES

CONF <input type="checkbox"/> NON CONF. <input type="checkbox"/>	F.O.B. DESTINATION <input type="checkbox"/> OTHER <input type="checkbox"/>	R & P <input type="checkbox"/>
PER PHONE QUOTE <input type="checkbox"/> ORAL QUOTE <input type="checkbox"/>	VIA Y.D. <input type="checkbox"/> OTHER <input type="checkbox"/>	TERMS: 2% 10 DAYS <input type="checkbox"/> 2% 10th PROX <input type="checkbox"/>
WRITTEN QUOTE <input type="checkbox"/>		NET 30 <input type="checkbox"/> OTHER <input type="checkbox"/>

VENDOR NO. DATE ORDERED P.O. NUMBER

BY

THIS IS NOT A PURCHASE ORDER

HS/ South 8

STATEMENT OF WORK

NAVAJO NATION

Department of Head Start

BCb

Prepared by:

David Stephens

OnSat
Network Communications

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will provide the additional equipment necessary to deliver video conferencing and broadcast video at each Head Start Site that is connected to the:

- BCB@ system; OnSat's "Digital Equity Network®".
- See attached equipment and services listing;

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Configuration and installation of video servers and software.
- Collocation of conference server.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide second level support to Customer. Technical support from OnSat will be provided to Customer through Customer's designated Project Manager.
- Provide "train-the-trainer" education and knowledge transfer through Customer's designated Project Manager.

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Kelly Morgan System Analyst III 928-871-7479 928-871-7866 kellymorgan90@hotmail.com
Installation Address:	Window Rock, Arizona

OnSat Information

Manager: Voice: Fax: E-mail:	David Stephens 801-466-1688 801-466-5998 dstephens@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Kuen Damiano 801-466-1688 801-466-5998 q@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 dsmith@onsatnet.com

- Provide depot based warranty exchange services on all Customer owned equipment and OnSat provided equipment.

Customer's Responsibilities

Customer shall provide the following:

- Furnish engineers with information and data on Customer's operations, activities, and existing systems, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement.
- Appoint and make available a project manager to work with OnSat for the completion of Services. (This person must have authority to act on behalf of the Customer.)
- Make any necessary modifications to Customer network prior to installation.
- Provide OnSat engineers with needed security access to networking systems and Customer's facilities during the performance of Services.
- Provide adequate workspace at each facility where Services will be performed.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Ensure that adequate power sources are available for new and existing equipment.
- Customer shall be responsible for the back up of all computer systems.
- Customer shall be responsible for first level support to its sites. After training and knowledge transfer, Customer shall provide all technical support to its organization and obtain its support from OnSat through the designated Project Manager.

Project Schedule

Project Start Date: May 1, 2003

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Video Conference System	See attached Schedule 20032019	\$48,898.20
Due upon acceptance of Statement of Work		\$48,898.20

Terms and Conditions

BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER C22052 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY.

Statement of Work
Contract Number C22052
Project Number 008

IN WITNESS WHEREOF, each of the parties have caused this Statement of Work to be executed by duly authorized representatives of the parties.

Signatures

ONSAT

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

End of Statement of Work

OnSat Network Communications

Date: April 28, 2003

Quote # 20032019

PRICE QUOTATION

To: Head Start Video Conferencing and Broadcast Upgrade to Satellite and Wireless Network	From: Kuen Damiano OnSat Network Communications 2749 E. Parley's Way Suite 320 Salt Lake City, Utah 84109 801-488-1688 (TELEPHONE) 801-488-5093 (FACSIMILE) q@onsatnet.com (EMAIL)
---	--

Offer valid for 60 days. Terms and Conditions of this offer are attached to this quotation.
All orders are subject to acceptance by OnSat. FOB factory unless otherwise stated.

PROJECT: Webcast and Video Conference Equipmnet Upgrade

MFGR.	ITEM	MODEL	QTY	PRICE	EXT'D
NETWORK COMPONENTS					
OnSat	IP Video and Voice Conferencing Server	FVC-CME	1	26,286.00	26,286.00 ✓
	1 Year Support	Support	1	2,629.00	2,629.00 ✓
	1 Year Software Upgrade Plan		1	3,154.00	3,154.00 ✓
	Cabling, misc. connectivty	CUSTOM	1	207.20	207.20 ✓
	Media Streaming Server	MS245	1	9,274.00	9,274.00 ✓
	Smart-UPS 700RM	SU700RM	2	550.00	1,100.00 ✓
	Power Strip recepticles	Pwr	4	12.00	48.00 ✓
	Subtotal				42,698.20
DESIGN/INTEGRATION					
OnSat	IN-PLANT INTEGRATION		6	120.00	720.00 ✓
OnSat	DOCUMENTATION		2	120.00	240.00 ✓
OnSat	SYSTEMS SUPERVISOR		7	120.00	840.00 ✓
	Estimated Design/Integration Subtotal				1,800.00
INSTALLATION*					
OnSat	INSTALLATION (usual and reasonable)		2	700.00	1,400.00 ✓
OnSat	INSTALLATION SHIPPING, TRAVEL & EXPENSES		5	600.00	3,000.00 ✓
	Estimated Installation Subtotal				4,400.00

*EXCLUDES SITE PREP, CIVIL WORKS, FREIGHT,

CUSTOMS, TARIFFS, FEES & PERMITS

Webcast and Video Conference Equipmnet Upgrade		TOTAL SYSTEM COST	48,898.20
20032019			

Special Conditions: Installation prices are based upon usual and customary locales.

Hs Analysis



THE NAVAJO NATION

P.O. BOX 9000

WINDOW ROCK, ARIZONA 86515

(928) 871-6768

JOE SHIRLEY, JR.
President

FRANK DAYISH, JR.
Vice-President

January 14, 2005

David Stephens, CEO
OnSat Network Communication, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

AB 53282

Dear Sir:

Enclosed is your copy of the Modification Five (5) Contract Co22243 with the Navajo Nation Head Start Office.

The contract approved, is increasing the amount by \$318,240.00, beginning December 01, 2004 and terminating November 01, 2008. All other terms and conditions remain the same. The above contract number must be referenced on all invoices and correspondence as it relates to this agreement.

Should you have any questions, please contact J. Kaibah Begay, Department Manager III, with the Navajo Nation Department of Headstart, at (928) 871-6902.

Sincerely,

THE NAVAJO NATION

A handwritten signature in cursive script, reading "Lucinda G. Davis".

Lucinda G. Davis, Senior Accountant
Contract Administration - OOC

Xc: Contract Accounting Section-OOC
J. Kaibah Begay, Headstart Program
File/Chrono



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT


FRANK DAYISH, JR.
VICE PRESIDENT

MEMORANDUM

DATE : January 14, 2005

TO : Cordell Shorty, Contracting Officer
Office of Contracts & Grants
Division of Finance

Janice Haskie, Accounting Supervisor
Contract Administration
Office of the Controller

FROM : 
Leo Morgan, Contract Analyst
Department of Early Childhood Development
Division of Diné Education

SUBJECT: **Modification 5 to C22243 Between On-Sat Network Communications & the Department of Early Childhood Development**

Attached is Modification 5 to C22243, signed, to officiate the agreement. Upon assignment of an account number and transmittal notice for Contract Accounting for the agreement, please retain a copy and return remaining 3 agreements to the Department of Early Childhood Development for distribution. Thank you.

Please contact Mr. Leo Morgan, Senior Contract Analyst or Raquel Casuse, Contract Analyst at extension 6902 regarding this agreement.

Xc: file
J. Kaibah Begay, Dept. Manager, DECD/DODE
L. Spencer, Asst. Dept. Manager, DECD/DODE
D. Smith, Principal Planner, DECD/DODE
A. Logg, Principal Accountant, DECD/DODE



OFFICE OF THE PRESIDENT and VICE-PRESIDENT

Division of Diné Education Administration Office

THE NAVAJO NATION
WINDOW ROCK, ARIZONA 86515

SIGNATURE APPROVAL SHEET

RECEIVED
2054
7 PM
FINANCIAL
SYN. DEPT.
06

OFFICE: Early Childhood Dev. NAME: J. Kaibah Begay

PHONE: 871-6902/6355

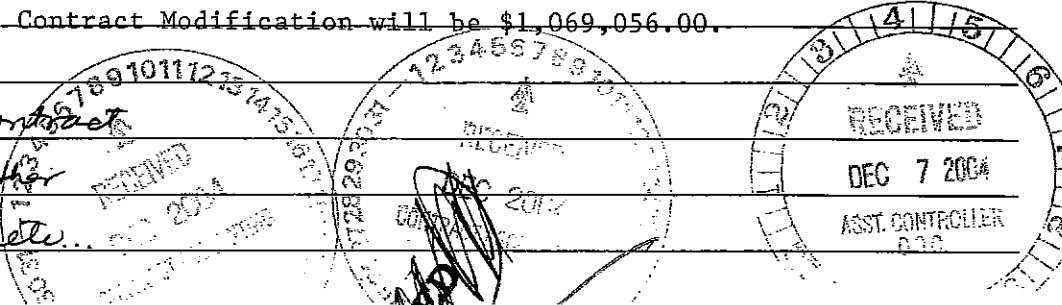
COMMITTEE: _____

DOCUMENT: Modification No. Five (5) to C22243 between Head Start & OnSat DATE: 12-02-2004
Network Communications

TITLE/HEADING: _____ DOCUMENT: _____

Supporting and Approving Modification No. Five (5) to Contract No. 22243 between the
Department of Head Start and OnSat Network Communications to include Statement of Work
Number Six (6) starting December 01, 2004 and terminating November 01, 2008. Statement
of Work Number Six (6) incorporates Phase Three of Internet and Transmission Services
for Head Start. Modification Number Five (5) is in the amount of \$318,240.00. The New
Contract Sum including this Contract Modification will be \$1,069,056.00.

*Recommend separate contract
instead of adding onto other
agreements w/ DPS, ED, etc...*



SURNAME

Program/Sponsor: J. Kaibah Begay, Dept Manager III

Date: 12/06/04

Division of Diné Education: Kyle

Date: 12/06/04

Office of The Controller: Spencer

Date: 12/20/04

Office of The Attorney General: Wanda Bohoff

Date: 12-29-04

Office of The President: MDT

Date: 1-5-04

Legislative Council: _____

Date: _____

Committee Chairperson/Speaker: _____

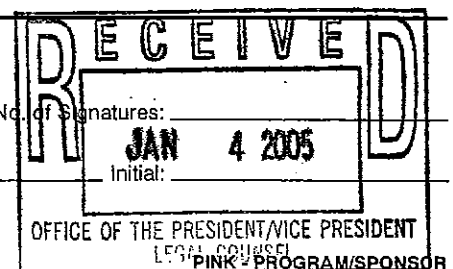
Date: _____

Date Signed: _____

No. of Signatures: _____

Disposition: _____

Initial: JAN 4 2005





NAVAJO NATION DEPARTMENT OF JUSTICE

REQUEST FOR SERVICES

DOJ
12/22/04 3:13
DATE/TIME
RFS# 04-2800
SAS# 2954
UNIT: H351A

~ CLIENT TO COMPLETE ~

DATE OF REQUEST: Dec. 02, 2004 DIVISION: Dine' Education
REQUESTING PARTY: J. Kaibah Begay DEPARTMENT: Early Childhood Development
PHONE NUMBER: 871-6902 PROGRAM: _____

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):

Supporting and Approving Modification Five (5) to Contract No. 22243 between the Department of Head Start and OnSat Network Communications to include Statement of Work Number Six (6) starting December 1, 2004 and terminating November 1, 2008. Statement of Work Number Six (6) incorporates Phase Three of Internet and Transmission Services for Head Start. Modification No. Five (5) is in the amount of \$318,240.00. The New Contract Sum including this Contract Modification will be \$1,069,056.00

DEADLINE: _____ REASON: _____

~ DOJ SECRETARY TO COMPLETE ~

DATE/TIME IN UNIT: DEC 22 2004 @ 3:24 p RESPONSIBLE STAFF PERSON: Dana
REVIEWED & ASSIGNED: frp TIME/HRS(MIN) 1 COMPLETION DATE: _____

☒ REVIEW FOR LEGAL SUFFICIENCY

☒ SURNAME

☐ REQUEST FOR LEGAL OPINION

☐ APPOINTMENT/CONFERENCE/MEETING

☐ RESOLUTION: _____

☐ REVIEW & ADVISE

~ DOJ ATTORNEY/ADVOCATE TO COMPLETE ~

REVIEWED BY: Dana Johnson DATE: _____ TIME: _____ Hrs. _____ Min.
SURNAMED BY: Dana Johnson DATE: 12-29-04 TIME: _____ Hrs. _____ Min.

DATE SENT TO DOJ RECEPTIONIST: _____

Called _____ for document pickup.
Date: _____ Time: _____ By: _____

PICKED UP BY: _____ DATE/TIME: _____

PLEASE PRINT ♦ PLEASE PRINT ♦ PLEASE PRINT

**CONTRACT
MODIFICATION
NUMBER FIVE (5)**

**Contractor: OnSat Network
Communications,
Inc.**

**Contract Number: C22243
Contract Mod. Amt: \$ 318,240.00
Total Contract Amt: \$1,069,056.00**

DATE: December 1, 2004

Original Contract Date: November 30, 2001

PROJECT:

Head Start Master Agreement of Internet and Transmission Services

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES

The Contract is modified as follows,:

To include the following Statement of Work, (total cost \$):

1.) SOW No. 005: Navajo Nation Department of Head Start

DURATION: The term of this SOW starts December 1, 2004 and terminates November 1, 2008.

The TERMS & CONDITIONS set forth in the Master Contract shall govern the Statement of Work 005.

FUNDING SOURCE: (subject to availability of funds):

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Total
The original Contract Sum was:	\$750,816.00
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$318,240.00
The New Contract Sum including this Contract Modification will be:	\$1,069,056.00

The date of the Substantial Completion as of the date of the Contract Modification therefore is November 30, 2008 all other Terms and Conditions of the Master Agreement remain the same.

Signatures

ONSAT

Signature:

Name: David Stephens

Title: CEO

Date: 11/15/2004

THE NAVAJO NATION

Signature:

Joe Shirley Jr., President or

Frank Dayish Jr., Vice President

THE NAVAJO NATION

Date: JAN 05 2005

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	J. Kaibah Begay
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Farrell Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to outline what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services of Internet Transmission Services, Network Infrastructure Management, and Training to expand the services as identified in this Statement of Work, the performance of such additional services may require a modification to the agreement, its ending date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following services to the Customer, Department of Early Childhood Development:

- BCB@ system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network@" Internet Services.
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start School;
- Network Infrastructure Management of the Department of Early Childhood Development
- PC Management of Computers and Servers, equipment cost is additional
- Filtered Internet access to Department of Early Childhood Development sites

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide first level support to Customer.
- Provide depot based warranty exchange services on all Customer owned equipment.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Responsible for first level support to all schools. OnSat shall provide all network infrastructure support to Customer through the designated Project Manager.
- "Train the Trainer" services for Department of Early Childhood Development specific software services. This includes development of video training services.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish information and data on Customer's operations, activities, and existing business procedures, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement of all new installations.
- Provide adequate workspace at each facility where Services will be performed.
- Provide OnSat engineers with needed security access to Customer's facilities during the performance of Services.
- On-site survey with highly focused personnel when a "Blue Stake" utilities survey of the antenna site is required. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: December 1, 2004

Service Start Date: Individual Department of Early Childhood Development Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004. The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1200 per year per site payable annually.
Network Infrastructure	Network Infrastructure management	\$180 per year per site payable annually.
Training	Computer support and software training services	\$180 per year per site payable annually.
		204 sites
Due upon acceptance of Statement of Work		11 Months less credit already paid
Services are Due at Service Start Date through the end of the Customer's Fiscal Year		\$318,240.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.



NAVAJO NATION DEPARTMENT OF JUSTICE

REQUEST FOR SERVICES

DOJ
12/22/04 3:13
DATE/TIME
RFS# 04-2800
SAS# 2954
UNIT: H351A

~ CLIENT TO COMPLETE ~

DATE OF REQUEST: Dec. 02, 2004 DIVISION: Dine' Education
REQUESTING PARTY: J. Kaibah Begay DEPARTMENT: Early Childhood Development
PHONE NUMBER: 871-6902 PROGRAM: _____

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):

Supporting and Approving Modification Five (5) to Contract No. 22243 between the Department of Head Start and OnSat Network Communications to include Statement of Work Number Six (6) starting December 1, 2004 and terminating November 1, 2008. Statement of Work Number Six (6) incorporates Phase Three of Internet and Transmission Services for Head Start. Modification No. Five (5) is in the amount of \$318,240.00. The New Contract Sum including this Contract Modification will be \$1,069,056.00

DEADLINE: _____ REASON: _____

~ DOJ SECRETARY TO COMPLETE ~

DATE/TIME IN UNIT: DEC 22 2004 @ 3:24p RESPONSIBLE STAFF PERSON: Dana
REVIEWED & ASSIGNED: frp TIME/HRS/MIN: 1 COMPLETION DATE: _____

☒ REVIEW FOR LEGAL SUFFICIENCY

☒ SURNAME

☐ REQUEST FOR LEGAL OPINION

☐ APPOINTMENT/CONFERENCE/MEETING

☐ RESOLUTION: _____

☐ REVIEW & ADVISE

~ DOJ ATTORNEY/ADVOCATE TO COMPLETE ~

REVIEWED BY: Dana Pabroff DATE: _____ TIME: _____ Hrs. _____ Min.
SURNAMED BY: Dana Pabroff DATE: 12-29-04 TIME: _____ Hrs. _____ Min.

DATE SENT TO DOJ RECEPTIONIST: _____

Called _____ for document pickup.
Date: _____ Time: _____ By: _____

PICKED UP BY: _____ DATE/TIME: _____

PLEASE PRINT ♦ PLEASE PRINT ♦ PLEASE PRINT

SPONSOR 'A' COPY



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

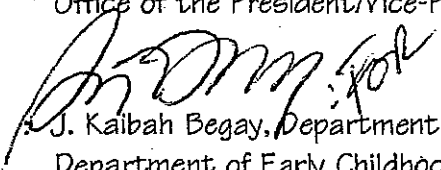
JOE SHIRLEY, JR.
PRESIDENT

FRANK DAYISH, JR.
VICE PRESIDENT

MEMORANDUM

DATE : December 8, 2004

TO : Patrick Sandoval, Chief of Staff
Office of the President/Vice-President

FROM : 
J. Kaibah Begay, Department Manager
Department of Early Childhood Development
DIVISION OF DINÉ EDUCATION

SUBJECT: INDIRECT COST ON OnSat CONTRACT MODIFICATIONS

SAS Nos. 2944 and 2945 are modifications to Contracts C22243 and C22052 between Onsat Network Communications and the Department of Early Childhood Development (formerly Head Start) and the Navajo Nation, Division of Community Development, respectively. Both contracts are procurement contracts and as such do not require an Indirect Cost.

Indirect Costs only apply to external funding grants from the state or from the federal government.

If you should have any other questions or concerns, please feel free to contact me or Raquel Casuse at X6902. Thank you for your time and interest.

Xc: file
Chrono/rc





**THE
NAVAJO
NATION**

P.O. Box 9000 • WINDOW ROCK, ARIZONA • 86515

PRESIDENT
JOE SHIRLEY, Jr.
VICE PRESIDENT
FRANK J. **DAYISH, Jr.**

MEMORANDUM

TO : ALL CONCERNED

FROM : J. Kaibah Begay / Jr
J. Kaibah Begay, Program Manager III
DEPARTMENT OF HEAD START

DATE : December 08, 2004

SUBJECT : DELEGATION OF AUTHORITY

Mr. Roy L. Tracy, ASO is hereby delegated in the capacity of the Department Manager's position.

This delegation is to maintain administration and program continuity for the Department of Head Start. This delegation will begin on December 08, 2004 beginning at 8:00 AM and ending on December 10, 2004 or until such time I return to the office.

Your full cooperation and assistance given to Mr. Tracy will be appreciated.

ACKNOWLEDGEMENT:


Mr. Roy L. Tracy, ASO
DEPARTMENT OF HEAD START

Distribution: Leland Leonard, Executive Director
File

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004 The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1200 per year per site payable annually.
Network Infrastructure	Network Infrastructure management	\$180 per year per site payable annually.
Training	Computer support and software training services	\$180 per year per site payable annually.
		204 sites
Due upon acceptance of Statement of Work		11 Months less credit already paid
Services are Due at Service Start Date through the end of the Customer's Fiscal Year		\$318,240.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019 THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	J. Kaibah Begay
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Farrell Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to outline what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services of Internet Transmission Services, Network Infrastructure Management, and Training to expand the services as identified in this Statement of Work, the performance of such additional services may require a modification to the agreement, its ending date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following services to the Customer, Department of Early Childhood Development:

- BCb® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®" Internet Services.
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start School;
- Network Infrastructure Management of the Department of Early Childhood Development
- PC Management of Computers and Servers, equipment cost is additional
- Filtered Internet access to Department of Early Childhood Development sites

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide first level support to Customer.
- Provide depot based warranty exchange services on all Customer owned equipment.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Responsible for first level support to all schools. OnSat shall provide all network infrastructure support to Customer through the designated Project Manager.
- "Train the Trainer" services for Department of Early Childhood Development specific software services. This includes development of video training services.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish information and data on Customer's operations, activities, and existing business procedures, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement of all new installations.
- Provide adequate workspace at each facility where Services will be performed.
- Provide OnSat engineers with needed security access to Customer's facilities during the performance of Services.
- On-site survey with highly focused personnel when a "Blue Stake" utilities survey of the antenna site is required. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: December 1, 2004

Service Start Date: Individual Department of Early Childhood Development Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.



THE NAVAJO NATION

P.O. BOX 9000

WINDOW ROCK, ARIZONA 86515

(928) 871-6768

JOE SHIRLEY, JR.
President

FRANK DAYISH, JR.
Vice-President

January 14, 2005

David Stephens, CEO
OnSat Network Communication, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

AB 53282

Dear Sir:

Enclosed is your copy of the Modification Five (5) Contract C022243 with the Navajo Nation Head Start Office.

The contract approved, is increasing the amount by \$318,240.00, beginning December 01, 2004 and terminating November 01, 2008. All other terms and conditions remain the same. The above contract number must be referenced on all invoices and correspondence as it relates to this agreement.

Should you have any questions, please contact J. Kaibah Begay, Department Manager III, with the Navajo Nation Department of Headstart, at (928) 871-6902.

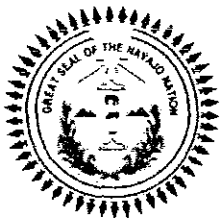
Sincerely,

THE NAVAJO NATION

A handwritten signature in cursive script, reading "Lucinda G. Davis".

Lucinda G. Davis, Senior Accountant
Contract Administration - OOC

Xc: Contract Accounting Section-OOC
J. Kaibah Begay, Headstart Program
File/Chrono



THE NAVAJO NATION

P. O. Box 9000 • Window Rock, Arizona 86515 • (928) 871-6000

JOE SHIRLEY, JR.
PRESIDENT

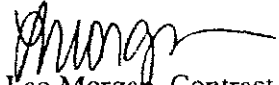
FRANK DAYISH, JR.
VICE PRESIDENT

MEMORANDUM

DATE : January 14, 2005

TO : Cordell Shorty, Contracting Officer
Office of Contracts & Grants
Division of Finance

Janice Haskie, Accounting Supervisor
Contract Administration
Office of the Controller

FROM : 
Leo Morgan, Contract Analyst
Department of Early Childhood Development
Division of Diné Education

SUBJECT: Modification 5 to C22243 Between On-Sat Network Communications & the
Department of Early Childhood Development

Attached is Modification 5 to C22243, signed, to officiate the agreement. Upon assignment of an account number and transmittal notice for Contract Accounting for the agreement, please retain a copy and return remaining 3 agreements to the Department of Early Childhood Development for distribution. Thank you.

Please contact Mr. Leo Morgan, Senior Contract Analyst or Raquel Casuse, Contract Analyst at extension 6902 regarding this agreement.

Xc: file
J. Kaibah Begay, Dept. Manager, DECD/DODE
L. Spencer, Asst. Dept. Manager, DECD/DODE
D. Smith, Principal Planner, DECD/DODE
A. Logg, Principal Accountant, DECD/DODE



**CONTRACT
MODIFICATION
NUMBER**

Contractor: **OnSat Network
Communications,
Inc.**

Contract Number: **C22243**
Contract Mod. Amt: **\$ 318,240.00**
Total Contract Amt: **\$1,069,056.00**

DATE: **December 1, 2004**

Original Contract Date: **November 30, 2001**

PROJECT:

Head Start Master Agreement of Internet and Transmission Services

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES**

The Contract is modified as follows,:

To include the following Statement of Work, (total cost \$):

- 1.) SOW No. 005: Navajo Nation Department of Head Start

DURATION: The term of this SOW starts December 1, 2004 and terminates November 1, 2008.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work 005.

FUNDING SOURCE: (subject to availability of funds):

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Total
The original Contract Sum was:	\$750,816.00
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$318,240.00
The New Contract Sum including this Contract Modification will be:	\$1,069,056.00

The date of the Substantial Completion as of the date of the Contract Modification therefore is November 30, 2008 all other Terms and Conditions of the Master Agreement remain the same.

Signatures

ONSAT

Signature: _____

Name: **David Stephens**

Title: **CEO**

Date: **11/15/2004**

THE NAVAJO NATION

Signature: _____

Joe Shirley Jr., President or

Frank Davish Jr., Vice President

THE NAVAJO NATION

Date: _____

JAN 05 2005

OFFICE OF THE PRESIDENT and VICE-PRESIDENT

Division of Diné Education

Administration Office

THE NAVAJO NATION
WINDOW ROCK, ARIZONA 86515

SIGNATURE APPROVAL SHEET

No. 2954
7 PM
C6

OFFICE: Early Childhood Dev. NAME: J. Kaibah Begay PHONE: 871-6902/6355

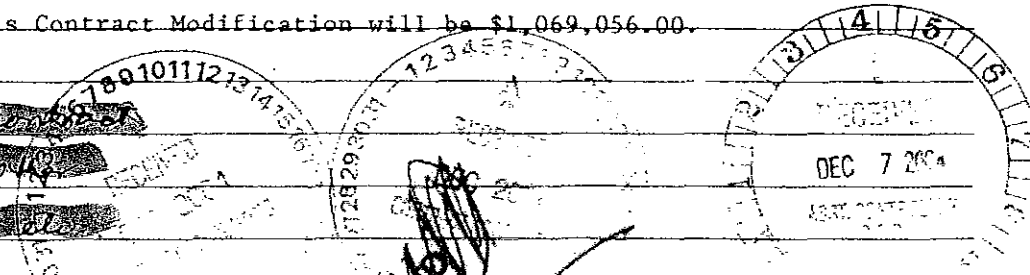
COMMITTEE: _____

DOCUMENT: Modification No. Five (5) to C22243 between Head Start & OnSat DATE: 12-02-2004
Network Communications

TITLE/HEADING: _____ DOCUMENT: _____

Supporting and Approving Modification No. Five (5) to Contract No. 22243 between the Department of Head Start and OnSat Network Communications to include Statement of Work Number Six (6) starting December 01, 2004 and terminating November 01, 2008. Statement of Work Number Six (6) incorporates Phase Three of Internet and Transmission Services for Head Start. Modification Number Five (5) is in the amount of \$318,240.00. The New Contract Sum including this Contract Modification will be \$1,069,056.00.

~~Recommend separate contract~~
~~instead of adding onto other~~
~~agreements w/ DPS, ED, etc.~~



SURNAME

Program/Sponsor: J. Kaibah Begay, Dept Manager III

Date: 12/06/04

Division of Diné Education:

Date: 12/06/04

Office of The Controller:

Date: 12/20/04

Office of The Attorney General:

Date: 12-29-04

Office of The President:

Date: 1-5-05 10 05

Legislative Council:

Date: _____

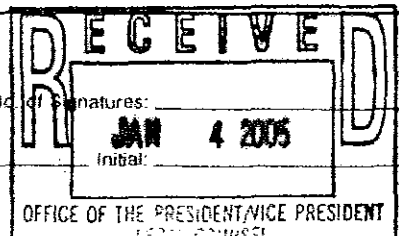
Committee Chairperson/Speaker:

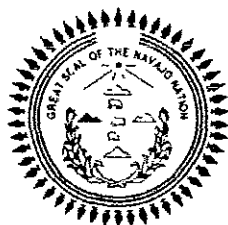
Date: _____

Date Signed: _____

No. of Signatures: _____

Disposition: _____





THE NAVAJO NATION

P.O. BOX 3150

WINDOW ROCK, ARIZONA 86515

(520) 871-6505

JOE SHIRLEY, JR.
President

June 22, 2004

FRANK DAYISH, JR.
Vice-President

David Stephens, CEO
OnSat Network Communication, Inc.
2749 East Parley's Way, Suite 320
Salt Lake City, Utah 84109

Dear Mr. Stephens,

Enclosed is your signed copy of the " Addendum Number Five" Contract #C022243 with the Navajo Nation Head Start Office.

The contract approved, is increasing the amount by \$123,600.00, including changing the business unit numbers. The effective date would be June 01, 2002 through May 31, 2005 and the above contract number must be referenced on all invoices and correspondence to this contract.

Should you have any question, please contact J. Kaibah Begay, Department Manager III, at (928) 871-6902.

Sincerely,

Janice Haskie
Janice Haskie

Accounting Supervisor
Contract Administration/Purchasing

x.c. Contract Accounting Section
Office of the Controller
Contract Number C#022243 (K040513 - K040517, K040520.5640)

NAVAJO NATION DEPARTMENT OF HEAD START
AND
ONSAT NETWORK COMMUNICATIONS, INC.

CONTRACT NUMBER: ~~C22243~~
ADDENDUM NUMBER: FIVE (5)

ACCOUNT NUMBERS:	K040513-5640	\$18,120.00 ✓	} R4 6/22/04 Chinle Crownpoint Ft. Defiance Shiprock Tuba City Central
	K040514-5640	\$27,240.00 ✓	
	K040515-5640	\$22,920.00 ✓	
	K040516-5640	\$26,280.00 ✓	
	K040517-5640	\$16,680.00 ✓	
	K040520-5640	\$12,360.00 ✓	
	TOTAL	\$123,600.00	

The purpose of the Addendum Number five (5) is to allow Head Start to fulfill its obligation in continuing its wireless Internet service on equipment that has already been installed under Contract C22243.

All other terms and conditions will remain the same.

APPROVAL:



Mr. Leo Morgan, Contract Analyst,
Department of Head Start

APPROVAL:



J. Kaibah Begay, Dept Manager III

HS 200#5

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

OnSat
Network Communications

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	J. Kaibah Begay
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Farrell Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to outline what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services of Internet Transmission Services, Network Infrastructure Management, and Training to expand the services as identified in this Statement of Work, the performance of such additional services may require a modification to the agreement, its ending date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following services to the Customer, Department of Early Childhood Development:

- BCB@ system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network@" Internet Services.
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start School;
- Network Infrastructure Management of the Department of Early Childhood Development
- PC Management of Computers and Servers, equipment cost is additional
- Filtered Internet access to Department of Early Childhood Development sites

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).
- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide first level support to Customer.
- Provide depot based warranty exchange services on all Customer owned equipment.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Responsible for first level support to all schools. OnSat shall provide all network infrastructure support to Customer through the designated Project Manager.
- "Train the Trainer" services for Department of Early Childhood Development specific software services. This includes development of video training services.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish information and data on Customer's operations, activities, and existing business procedures, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement of all new installations.
- Provide adequate workspace at each facility where Services will be performed.
- Provide OnSat engineers with needed security access to Customer's facilities during the performance of Services.
- On-site survey with highly focused personnel when a "Blue Stake" utilities survey of the antenna site is required. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: December 1, 2004

Service Start Date: Individual Department of Early Childhood Development Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004. The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	INITIAL FEES
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1200 per year per site payable annually.
Network Infrastructure	Network Infrastructure management	\$180 per year per site payable annually.
Training	Computer support and software training services	\$180 per year per site payable annually.
		204 sites
Due upon acceptance of Statement of Work		11 Months less credit already paid
Services are Due at Service Start Date through the end of the Customer's Fiscal Year		\$318,240.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.

HS Mod # 61

**CONTRACT
MODIFICATION
NUMBER FIVE**

2004

6

Contractor: OnSat Network
Communications,
Inc.

Contract Number: ~~C22243~~ C 22052
Contract Mod. Amt: \$ 318,240.00
Total Contract Amt: \$1,069,056.00

DATE: December 1, 2004

Original Contract Date: November 30, 2001

PROJECT:

Head Start Master Agreement of Internet and Transmission Services

TO CONTRACTOR:

OnSat

PO Box 981855

Park City, Utah 84098

Contract for: **INTERNET & TRANSMISSION SERVICES**

The Contract is modified as follows:

To include the following Statement of Work, (total cost \$):

- 1.) SOW No. 005: Navajo Nation Department of Head Start

DURATION: The term of this SOW starts December 1, 2004 and terminates November 1, 2008.

The **TERMS & CONDITIONS** set forth in the Master Contract shall govern the Statement of Work 005.

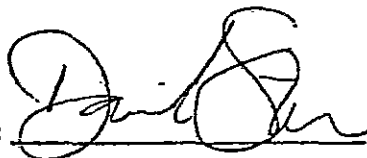
FUNDING SOURCE: (subject to availability of funds):

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Total
The original Contract Sum was:	\$750,816.00
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$318,240.00
The New Contract Sum including this Contract Modification will be:	\$1,069,056.00

The date of the Substantial Completion as of the date of the Contract Modification therefore is November 30, 2008 all other Terms and Conditions of the Master Agreement remain the same.

Signatures

ONSAT

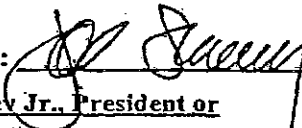
Signature: 

Name: David Stephens

Title: CEO

Date: 11/15/2004

THE NAVAJO NATION

Signature: 

Joe Shirley Jr., President or

Frank Davish Jr., Vice President

THE NAVAJO NATION

Date: JAN 05 2005

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Leo Morgan
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 rvandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Farrell Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each Head Start Site:

- BCb® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®" Internet Services.
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start School;
- Network Infrastructure Management at each Head Start School.
- PC Management of Computers and Servers, equipment cost is additional
- Filtered Internet access at each Head Start School.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).

- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide first level support to Customer.
- Provide depot based warranty exchange services on all Customer owned equipment.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Responsible for first level support to all schools. OnSat shall provide all network infrastructure support to Customer through the designated Project Manager.
- "Train the Trainer" services for Head Start specific software services. This includes development of video training services.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish information and data on Customer's operations, activities, and existing business procedures, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement of all new installations.
- Provide adequate workspace at each facility where Services will be performed.
- Provide OnSat engineers with needed security access to Customer's facilities during the performance of Services.
- On-site survey with highly focused personnel when a "Blue Stake" utilities survey of the antenna site is required. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: December 1, 2004

Service Start Date: Individual Head Start Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004. The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Discounted Amount	Total Fees
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1,380 per year per site payable annually.	\$9,000.00
Network Infrastructure	Network Infrastructure management		\$9,000.00
Training	Computer support and software training services	\$180 per year per site payable annually.	\$180
		204 sites	18,180.00
Due upon acceptance of Statement of Work		Discounted Amount	\$318,240.00
Services are Due at Service Start Date through the end of the Customer's Fiscal Year and annually thereafter			\$3,708,720.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.

**DEPARTMENT OF HEAD START
Centers, Homebase and Offices**

Complete	Needed	CHINLE
1		1 Blue Gap I
1		2 Blue Gap II
1		3 Chichinbeto
1		4 Chinle I - A
1		5 Chinle I - B
1		6 Chinle I - C
1		7 Chinle I - D
1		8 Chinle II
1		9 Chinle Valley
1		10 Cottonwood
1		11 Del Muerto I
1		12 Del Muerto II
1		13 Donnahsao I
1		14 Donnahsao II
1		15 Forest Lake
1		16 Hardrock I
1		17 Hardrock II
1		18 Low Mountain I
1		19 Low Mountain II
1		20 Lukachukai I
1		21 Lukachukai II
1		22 Many Farms I
2		23 Many Farms II
2		24 Many Farms III
3		25 Nazini
3		26 Pinon I
3		27 Pinon II
3		28 Rock Point
3		29 Round Rock I
3		30 Round Rock II
3		31 Tule (DC)
3		32 Tselani
3		33 Whippoorwill
3		34 SA I Chinle
4		2 SA II Chinle
4		3 SA III Cottonwood
4		4 SA IV Pinon
4		5 SA V Round Rock
4		6 SA VI Many Farms

Complete	Needed	CROWNPOINT
1		1 Adachohoni
1		2 Baca I
1		3 Baca II
1		4 Baonti
1		5 Breadsprings
1		6 Canoncito I
1		7 Canoncito II
1		8 Casamero Lake
1		9 Chichitah
1		10 Churchrock I
1		11 Churchrock II
1		12 Coyote Canyon
1		13 Crownpoint I
1		14 Crownpoint II
1		15 Crownpoint III
1		16 Dalton Pass
1		17 Haystack
1		18 Indian Village
1		19 Jambito
1		20 Jones Ranch
2		21 Lake Valley
2		22 Little Water
2		23 Maitano Lake
2		24 Ojo Encino
2		25 Pora
2		26 Pinedale I
3		27 Pinedale II
3		28 Pueblo Pintado
3		29 Red Rock I
3		30 Red Rock II
3		31 Red Rock III
3		32 Rehoboth
3		33 Rincon Marquise
3		34 Smith Lake
3		35 Standing Rock
3		36 Thoreau
4		37 Torreon I
4		38 Torreon II
4		39 Torreon III
4		40 Twin Buttes
4		41 Whitehorse Lake
4		1 SA I Pueblo Pintado
4		2 SA II Crownpoint
4		3 SA III Smith Lake
4		4 SA IV Baca
4		5 SA V Churchrock
4		6 SA VI Red Rock

Complete	Needed	FT. DEFANCE AGENCY
1		1 Cornfields
1		2 Crystal
1		3 Dillon I
1		4 Dillon II
1		5 East Mill
1		6 Ft. Defance I
1		7 Ft. Defance II
1		8 Ganado I
1		9 Ganado II
1		10 Ganado III
1		11 Greasewood
1		12 Houck
1		13 Indian Wells
1		14 Jeddito I
1		15 Jeddito II
1		16 Kiriichee
1		17 Kigetch I
1		18 Kigetch II
1		19 Lupton
1		20 Manuella
1		21 Mexican Springs
1		22 Oak Springs
1		23 Red Lake
1		24 Rock Springs I
1		25 Rock Springs II
1		26 Rural I
1		27 Rural II
1		28 Sawmill
1		29 St. Michaels I
2		30 St. Michaels II
2		31 Steamboat I
3		32 Steamboat II
3		33 Tewaio
3		34 Tohatchi I
3		35 Tohatchi II
3		36 Tseyetoh
3		37 Twin Lakes I
3		38 Twin Lakes II
3		39 White Cone
3		40 Wide Ruins
4		1 SA I Tohatchi
4		2 SA II Fort Defance
4		3 SA III Lupton
4		4 SA IV Kigetch
4		5 SA V Ganado
4		6 SA VI Indian Wells
4		1 Fort Defance EHS
4		2 Houck EHS
4		3 Oak Springs EHS

Complete	Needed	SHIPROCK AGENCY
1		1 Aneth
1		2 Carson
1		3 Counselor I
1		4 Counselor II
1		5 Cove I
1		6 Cove II
1		7 Cudai
1		8 Hogback I
1		9 Hogback II
1		10 Mexican Water
1		11 Nageezi I
1		12 Nageezi II
1		13 Nanehnezzad I
1		14 Nanehnezzad II
1		15 Natchill
1		16 Newcomb
1		17 Red Moss
1		18 Red Valley
1		19 Sanootee
1		20 Sheepsprings
2		21 Shiprock I
2		22 Shiprock II
3		23 Sweetwater
3		24 Tescopos
3		25 Two Grey Hills
3		26 Upper Fruitland I
3		27 Upper Fruitland II
3		1 SA I Nageezi
3		2 SA II Nanehnezzad
3		3 SA III Agency Office
4		4 SA IV Tescopos
4		5 SA V Newcomb
4		1 Hogback EHS

Complete	Needed	TUBA CITY
1		1 Cameron
1		2 Cowsprings
1		3 Inscription House I
1		4 Inscription House II
1		5 Kaibeto
1		6 Kayenta I
1		7 Kayenta II
1		8 Kayenta III
1		9 Kayenta IV
1		10 Kayenta V
1		11 Lechee I
1		12 Lechee II
1		13 Lechee III
2		14 Leupp I
2		15 Leupp II
3		16 Navajo Mountain
3		17 Ofajo
3		18 Shono I
3		19 Shonto II
3		20 Tolani Lake
3		21 Tonalee I
3		22 Tonalee II
3		23 Tuba City I
4		24 Tuba City II
4		25 Tuba City III
4		26 Tuba City IV
4		27 Tuba City V
4		28 Tuba City VI
4		29 Tuba City VII
4		1 SA I Tuba City
4		2 SA II Tonalee
4		3 SA III Shono
4		4 SA IV Kayenta
4		5 SA V Leupp
4		6 SA VI Lechee

Total	39	47	49	33	35	Total	203
Addendum 1	22	20	29	20	19		104
Addendum 2	2	6	2	2	2		14
Addendum 3	10	10	10	8	8		46
Total Complete	34	36	41	30	29		164
							39

H 5 M22 #7

Purpose: To document modification seven (7) to contract number CO22243 for the Navajo Nation Department of Early Childhood Development.

Source: Janice Haskie, Supervisor, Contract Administration

Notes:

1. The purpose of the modification is to pay OnSat \$79,560 per quarter for a total of \$318,240 for the year for IT support and services for the period November 1, 2005 through October 31, 2006.
2. The modification was signed by OnSat and Navajo Nation on February 6, 2006 and February 14, 2006, respectively.
3. Per Janice Haskie, this is the most recent modification to date on OnSat contract with the Department of Early Childhood Development-Head Start Program.

Conclusion: The modification seven (7) increases the contract amount to \$1,620,536.20 up through the period ending October 31, 2006.



THE NAVAJO NATION

P.O. BOX 9000

WINDOW ROCK, ARIZONA 86515

(928) 871-6768

JOE SHIRLEY, JR.
President

FRANK DAYISH, JR.
Vice-President

February 17, 2006

ONSAT NETWORK COMMUNICATION, INC. 53282
David Stephens, C.E.O.
P.O. Box 981855
Park City, Utah 84098

Dear Mr. Stephens:

Enclosed is your copy of the Modification Seven (7) Contract Number **C022243**. The agreement is with the Navajo Nation Division of Dine Education – Department of Early Childhood Development. This modification will: 1) increase the amount to be paid by Quarterly Allocations of \$79,560.00 which is a total increase of \$318,240.00 increasing the total award to \$1,620,536.20. 2) The contract beginning November 01, 2005 and ending October 30, 2006. All other terms and conditions will remain the same.

Should you have any questions, please contact J. Kaibah Begay, Department Manager III, Department of Headstart, at (928) 871-6902.

Sincerely,

THE NAVAJO NATION

Lucinda G. Davis, Senior Accountant
Contract Administration – OOC

Xc: Contract Accounting Section-OOC
J. Kaibah Begay - Headstart
File/Chrono

OFFICE OF THE PRESIDENT and VICE PRESIDENT
Division of Diné Education
Administration Office
THE NAVAJO NATION
WINDOW ROCK, ARIZONA 86515

SIGNATURE APPROVAL SHEET

No 2982

Dept of Early Childhood
OFFICE: Development NAME: J. Kaibah Begay PHONE: 971-6902

COMMITTEE: _____

DOCUMENT: OnSat Modification 874 DATE: 02-02-2006

TITLE/HEADING: _____ DOCUMENT: _____

Approving and supporting Modification Six (6) to C22243, Professional Services Contract between the Department of Early Childhood Development and OnSat Network Communications, Inc. The purpose of Modification Six (6) is to Revise the Contract Budget by \$318,240, to be paid in Quarter Allocations of \$79,560. The term of this Budget Modification is November 01, 2005 to October 30, 2006. The new revised contract total will be \$1,382,295.71, or \$0,536.20

SURNAME

Program/Sponsor: J. Kaibah Begay, Dept Manager III Date: 02/02/06

Division of Diné Education: _____ Date: 02/02/06

Office of The Controller: _____ Date: 2/10/06

Office of The Attorney General: _____ Date: 2/13/06

Office of The President: _____ Date: 2/14/06

Legislative Council: _____ Date: _____

Committee Chairperson/Speaker: _____ Date: _____

Date Signed: _____ No. of Signatures: _____

Disposition: _____ Initial: _____



PROFESSIONAL SERVICE CONTRACT
Navajo Nation
Department of Early Childhood Development
and
OnSat Network Communications, Inc.



CONTRACT NO.: C22243
AMENDMENT NO.: Seven (7)

TYPE OF AMENDMENT :

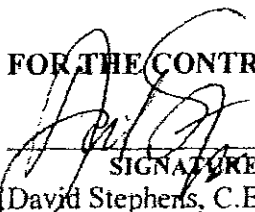
<input type="checkbox"/>	SCOPE OF WORK
<input checked="" type="checkbox"/>	CONTRACT BUDGET
<input type="checkbox"/>	TERM OF CONTRACT
<input type="checkbox"/>	TERMINATION
<input type="checkbox"/>	OTHER

ATTACHMENTS:

<input type="checkbox"/>	REVISED SCOPE OF WORK
<input checked="" type="checkbox"/>	REVISED BUDGET
<input type="checkbox"/>	TERM OF CONTRACT
<input type="checkbox"/>	TERMINATION
<input type="checkbox"/>	OTHER


SIGNATURES OF CONTRACT

FOR THE CONTRACT/CONSULTANT:



SIGNATURE 2-26-2006
DATE
David Stephens, C.E.O.
OnSat Network Communication, Inc.
Post Box 981855
Park City, Utah 84098
E.I.N.:870618849

FOR THE NAVAJO NATION:



SIGNATURE FEB 14 2006
DATE
Joe Shirley, Jr. -or- Frank Dayish, Jr.,
President -or- Vice-President
THE NAVAJO NATION
Post Office Box 3479
Window Rock, Arizona 86515

AMENDMENT No. 7
CONTRACT NO: C22243
Modification to CONTRACT BUDGET

FOR THE PERIOD: **BEGINNING : November 1, 2005**
 ENDING : October 30, 2006

This Amendment Number Seven (7) for contract number C22243 between the DEPARTMENT OF EARLY CHILDHOOD DEVELOPMENT and ONSAT NETWORK COMMUNICATIONS, INC. increases the CONTRACT BUDGET in the amount of \$318,240. The original amount including subsequent modifications is \$1,302,296.20 and will be increased in this modification by \$318,240 for a revised total contract amount of \$1,620,536.20.

This Amendment Seven (7) is an extension of the services outlined in Addendum Six (6) for the period beginning **November 1, 2005 to October 30, 2006**.

The purpose of Addendum Number Seven (7) is to provide payment in Quarter allocations, ending October 30, 2006, for IT support and service.

Contract to be cost allocated in total to the following accounts:

Chinle	K060513-5610	\$ 68,893
Crownpoint	K060514-5610	\$ 62,499
Ft Defiance	K060515-5610	\$ 66,218
Shiprock	K060516-5610	\$ 58,653
Tuba City	K060517-5610	\$ 55,424
Central Adm	K060520-5610	<u>\$6,554</u> ³
	Total	\$318,240

PAYMENTS WILL BE MADE AS FUNDS BECOME AVAILABLE FROM THE FUNDING AGENCY AND AS BUDGETED FROM:

	K060513	K060514	K060515	K060516	K060517	K060520	
Payment	22%	20%	21%	18%	17%	2%	100%
1 st Qtr	17,223	15,625	16,554	14,663	13,856	1,639	79,560
2 nd Qtr	17,223	15,625	16,554	14,657	13,862	1,639	79,560
3 rd Qtr	17,223	15,625	16,554	14,663	13,856	1,639	79,560
4 th Qtr	17,223	15,625	16,554	14,663	13,856	1,639	79,560
Total	\$68,893	\$62,499	\$66,218	\$58,653	\$55,424	\$6,554	\$318,240

TOTAL OF MODIFICATION SEVEN (6): \$318,240

ORIGINAL CONTRACT AMOUNT: \$1,302,296.20

REVISED BUDGET AMOUNT TOTAL: \$1,620,536.20

THIS CONTRACT MODIFICATION IS SUBJECT TO FUNDS AVAILABILITY.

**UNDER THE GENERAL TERMS AND CONDITIONS OF C22243, DECD MAY
TERMINATE THE AGREEMENT WITH 30 DAYS WRITTEN NOTICE FOR
BREACH OF CONTRACT BECAUSE OF UNSATISFACTORY FULFILLMENT OF
CONTRACT OBLIGATIONS.**

**ALL OTHER TERMS AND CONDITIONS WILL REMAIN THE SAME AND
ENFORCED.**

Contract C22243

On July 1, 2002 the Department of Early Childhood Development entered into an agreement with OnSat Network Communications, Inc. to build out Early Childhood's Communication Network. Phase One and Two of this overall, long term contract was based on the physical installation and training. The overall budget for the installation and training phases was listed at a total of \$1,000,000.

During Phases One and Two several specific contracts were entered into with OnSat. These contracts are referred to as Amendments. The Amendments are as follows:

Addendum Number	Date	Amount	Begin Date	End Date
Original	6/11/2002	\$ 224,898.00	6/1/2002	5/31/2005
Addendum 1	7/2/2002	\$ 314,060.00		
Addendum 2	9/10/2002	\$ 46,560.00		
Addendum 3	10/16/2002	\$ 109,640.00		
Addendum 3 (miss-numbered)	6/6/2003	\$ 116,400.00		
Addendum 4	6/17/2003	\$ 48,898.20		
Addendum 5	6/22/2004	\$ 123,600.00		
Addendum 6	1/14/2005	<u>\$ 318,240.00</u>		
Total		\$1,302,296.20		

Amendment 7 Amendment Number Seven (7) for contract number C22243 increases the contract budget in the amount of **\$318,240**. The original amount including subsequent modifications is \$1,302,296.20 and will be increased in this modification by \$318,240 for a revised total contract amount of \$1,620,536.20.

This Amendment Seven (7) is an extension of the services outlined in Addendum Six (6) for the period beginning **November 1, 2005 to October 30, 2006**.

The purpose of Addendum Number Seven (7) is to provide payment in Quarter allocations, ending October 30, 2006, for FF support and service.

Service Cost Per Quarter
\$79,560 X4 = \$318,240

Total Contract to Date is \$1,620,536.20

Total Amount to be paid before end of term, subject to the availability of funds, is \$984,056.20 plus the service part of the agreement beginning on 12/1/2004 and ending on 10/30/2006 of \$318,240 per year @ \$636,480 will bring the total contract to the above amount of \$1,620,536.20.

()
We relied on the original Navajo Business Regulatory Department's statement (copy attached hereto) and DOJ's statement (copy attached hereto) and the Sole Source Resolution by the Education Committee Number ECMY-34-02 to continue with the ongoing services.

Addendum 6 has been in place for over a year. The current budget request SAS Number 2982 is only to allow for payment of our existing obligation to pay for services that have and continue to be provided by our contractor. Please expedite the processing of this SAS.

UNDER THE GENERAL TERMS AND CONDITIONS OF C22243, DECD MAY TERMINATE THE AGREEMENT WITH 30 DAYS WRITTEN NOTICE FOR BREACH OF CONTRACT BECAUSE OF UNSATISFACTORY PERFORMANCE IN THE DELIVERY OF SERVICES AND/OR FULFILLMENT OF CONTRACT OBLIGATIONS.

()

()

AMENDMENT No. 7
CONTRACT NO: C22243
ATTACHMENTS

Attachments:

- A - Copy of signed and approved Modification 6 of C#22243
- B - Copy of Statement of Work - 5
- C - Copy of Head Start Policy Council Ruling in support of ONSAT Contract
- D - Copy of Resolution of Education Committee in support of Sole Source Agreement
- E - Copy of Sign-in sheet of bid participants on Head Start original contract
- F - Copy of Navajo Preference Clearance from Business Regulatory department
- G - Copy of DOJ Request for Services-outlining that the \$50,000 limit does not apply to sole source agreement
- H - Copy of Signature Approval Sheet for approval of Contract